

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 22, 2022 and Special Meeting, February 24, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 1st reading of an Ordinance Relating to Term Limits for City Commission Members.
- 2. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Ohmer's Addition; 1st reading, 2/22/22.
- 3. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding the License Violation of Northstar Hospitality, LLC d/b/a/ SouthTown PourHouse.
- 4. Settlement Agreement and Release with James J. and Joyce D. Lepine.
- 5. Recommendation for Denial of Application of Abatement or Refund of Taxes on 3501 12th Avenue North and retain the 2021 value (Hearing waived by applicant).
- 6. Applications for Games of Chance:
  - a. St. Joseph's School for a raffle on 3/19/22.
  - b. North Dakota State University Saddle and Sirloin for a raffle board on 4/13/22.
  - c. NDSU Sigma Alpha Professional Agricultural Sorority for a raffle on 3/26/22.
- 7. Amendment No. 2 with Houston Engineering for Project No. FM-14-71.
- 8. Milestone No. 5 Time Extension (Change Order No. 10) with Key Contracting for Project No. FM-16-A1.
- 9. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement), Permanent Easement (Storm Sewer) and Permanent Easement (Levee and Retaining Wall for Flood Control) with Mary Bjerke (Project No. FM-19-C).
- 10. Bid award to Roadway Services, Inc. for Project No. PR-22-A1.
- 11. Bid advertisements for Project Nos. SR-22-B, UR-21-B and TP-21-B.
- 12. Fire Department Grant Acceptance from the ND Department of Emergency Services for Change of Scope for Remaining Funds.

14. Bid award for the 2022 forestry related contracted services (RFP22004).
15. Notice of Grant Award with the ND Department of Health for the Ryan White Part B Program (CFDA #93.917).
16. Grant Award Amendment from AIDS United.
17. Proposals from Braun Intertec for geotechnical consulting, special inspecting and testing services for the Civic Center Parking Ramp vertical expansion.
18. Application for Appropriation from Civil Asset Forfeiture Fund to purchase a police K-9 and provide handler training.
19. Addendums to Fugitive Task Force Memorandum of Understanding between the Fargo Police Department, US Marshal's Service and Drug Enforcement Administration pertaining to Body Worn Cameras.
20. One year contract extension with Q3 Contracting Inc. for concrete utility cut repairs (RFP19018).
21. Exercising the option to piggyback on the Minnesota State Bids Contract to purchase one M20 Sweeper/Scrubber from Tennant Sales and Service Company (PBC186080).
22. Addendum to Purchase Agreement with James P. Sabo for property located at 2414 7th Avenue North.
23. Resolution Authorizing Sale of Property at 1123 9th Avenue South.
24. Task Order No. WA08 with Apex Engineering Group to complete Final Design and Bidding for Filtration Improvements at the 1997 Lime Softening Water Treatment Plant.
25. Work Change Order No. 2 under Contract No. 1 (General Construction) for Project WA1863.
26. Sole Source Procurement with Tech Sales, Inc. to purchase instruments, parts and services for the Water Utility (SSP22042).
27. Electrical Services Agreement with Sun Electric Inc. for the Water Utility.
28. Bills.
29. Negative Final Balancing Change Order No. 6 for Improvement District No. BN-20-L1.
30. Bid awards for Improvement District Nos. PR-22-E1 and PR-22-G1.

#### **REGULAR AGENDA:**

31. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://FargoND.gov/VirtualCommission)).**

- a. Golden Valley Sixth Addition (2800 67th Avenue South); approval recommended by the Planning Commission on 11/2/21:
    1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Golden Valley Sixth Addition.
  - b. Special Assessments for Sewer Repairs.
  - c. Renewal Plan and Development Agreement for Tax Increment Financing District No. 2021-04 (1418 1st Avenue North).
33. Recommendation for approval of the Veterans Boulevard Corridor Extension Study.
  34. Commissioner Gehrig would like a presentation of clinical studies that show masking stops the spread of COVID-19, especially in children at schools.
  35. Annual review of F-M Ambulance Inc. d/b/a Sanford Ambulance-Fargo.
  36. Report on the Firearms ruling.
  37. Appointments to the Fargo Police Advisory and Oversight Board.
  38. Appointments to the Native American Commission.
  39. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    - a. Megan Zander, 334 15th Avenue South (5 years).
    - b. Julie Huebner, 2823 1st Street North (5 years).
  40. Set 7:30 a.m., Tuesday, April 12, 2022, as the date for the Board of Equalization to meet.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

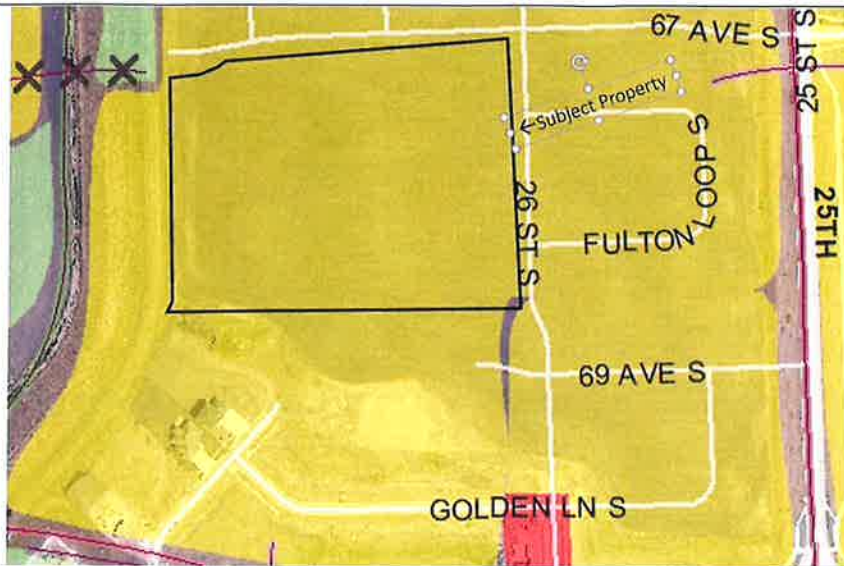
**City of Fargo  
Staff Report**

<b>Title:</b>	Golden Valley Sixth Addition	<b>Date: Updated:</b>	10/27/2021 3/3/2022
<b>Location:</b>	2800 67th Avenue South	<b>Staff Contact:</b>	Donald Kress, current planning coordinator
<b>Legal Description:</b>	Unplatted portion of the NE 1/4 of Sec. 11, T138N, R49W		
<b>Owner(s)/Applicant:</b>	Ryland Development Corporation / EagleRidge Development, LLC--Jon Youness	<b>Engineer:</b>	KPH, Inc.
<b>Entitlements Requested:</b>	<b>Major Subdivision</b> (Plat of <b>Golden Valley Fifth Addition</b> a plat of an unplatted portion of the NE ¼ of Sec. 11, T138N, R49W,) and <b>Zoning Change</b> (from AG, Agricultural to SR-4, Single-Dwelling Residential)		
<b>Status:</b>	City Commission Public Hearing: March 7, 2022		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Residential
<b>Zoning:</b> AG, Agricultural	<b>Zoning:</b> SR-4, Single-Dwelling Residential
<b>Uses Allowed:</b> AG – Agricultural allows detached houses, parks and open space, safety services, basic utilities, and crop production	<b>Uses Allowed:</b> SR-4 - Single-Dwelling Residential allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities;
<b>Maximum Density Allowed:</b> AG allows a maximum of 1 dwelling unit per 10 acres	<b>Maximum Density Allowed:</b> SR-4 allows a maximum 12.1 units per acre;

<b>Proposal:</b>
<p>The applicant requests two entitlements:</p> <ol style="list-style-type: none"> <li>1. A major subdivision, entitled <b>Golden Valley Sixth Addition</b>, which is a plat of an unplatted portion of the NE ¼ of Sec. 11, T138N, R49W</li> <li>2. A zoning change from AG, Agricultural to SR-4, Single-Dwelling Residential</li> </ol> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: SR-4: Single-Dwelling Residential, platted for single dwelling residences</li> <li>• East: SR-4: Single-Dwelling Residential; platted for single dwelling residences</li> <li>• South: SR-2: Single-Dwelling Residential; single dwelling residences and undeveloped lots</li> <li>• West: P/I; levee and County Drain 53. Property west of Drain 53 zoned AG; undeveloped.</li> </ul> <p><b>Area Plans:</b></p> <p>The subject property is located within the 2007 Future Land Use Plan. This plan designates the subject property as "Residential Area—Lower to Medium Density." This land use designation includes the proposed SR-4 zoning designation.</p>





### Schools and Parks:

**Schools:** The subject property is located within the Fargo School District, specifically within the Bennett Elementary, Discovery Middle and Davies High schools.

**Neighborhood:** The subject property is located within the Davies neighborhood.

**Parks:** Golden Valley Park, 6977 Golden Valley Parkway South, is located 0.10 miles south of the subject property and includes amenities of a basketball court, grill and picnic tables, a playground, and a shelter

**Pedestrian / Bicycle:** A multi-use trail is also proposed to be installed alongside Drain 53 that will be part of the metro area bikeways system.

**Bus Route:** This location is not served by a MATBUS route at this time.

### Staff Analysis:

#### PLAT AND ZONING CHANGE

The plat creates 26 lots zoned SR-4, Single-Dwelling Residential.

**ACCESS:** The proposed lots will take access from 27<sup>th</sup> and 28<sup>th</sup> Streets South, which will be dedicated as part of the plat.

**PUBLIC WATER and SEWER:** Public water and sewer will be provided in the dedicated public streets.

### Zoning

Section 20-906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. **Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**  
Staff is unaware of any error in the zoning map as it relates to this property. This property was zoned AG: Agricultural when it was annexed. At that time, no development was proposed. Now that development is proposed, the applicant requests a zoning change to SR-4: Single Dwelling Residential. **(Criteria Satisfied)**
2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**  
City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. The subject property fronts on an existing, developed public right-of-way and will dedicate additional rights-of-way, which provide access and public utilities to serve the development. **(Criteria satisfied)**

Page 6 3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?** **Page 6**

Staff has no documentation or evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

**4. Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**

The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The Growth Plan that applies to this property is the 2007 Growth Plan.

This property is designated "lower to medium density residential" on the 2007 Growth Plan. The 2007 Growth Plan states that the "low to medium density" residential designation includes the SR-0 to SR-5 zones. Thus, the proposed SR-4 zone is consistent with the "lower to medium density residential" designation from the 2007 Growth Plan. Staff finds this proposal is consistent with the purpose of the LDC, the applicable growth plan, and other adopted policies of the City, contingent on Commission approval of the proposed Growth Plan Amendment. **(Criteria satisfied)**

**Major Subdivision**

The LDC stipulates that the following criteria is met before a major subdivision plat can be approved

**1. Section 20-0907 of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**

The requested zoning for the residential development on this property is SR-4, Single-Dwelling Residential. This zone will accommodate the proposed single-dwelling development and is consistent with the "lower to medium density" designation for this property in the 2007 Growth Plan as noted in the zoning change findings above. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. **(Criteria Satisfied)**

**2. Section 20-0907.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The property is proposed to be zoned SR-4, Single-Dwelling Residential. As noted in the zone change findings above, this zone is consistent with the 2007 Growth Plan designation of "lower to medium density residential." The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

**3. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

The applicant has provided a draft amenities plan that specifies the terms or securing installation of public improvements to serve the subdivision. This amenities plan has been reviewed by the Public Works Project Evaluation Committee (PWPEC). Any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles **(Criteria Satisfied)**

**Staff Recommendation:**

Page 7  
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and approve the proposed 1) Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and 2) plat of the **Golden Valley Sixth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC."

**Planning Commission Recommendation: November 2nd, 2021**

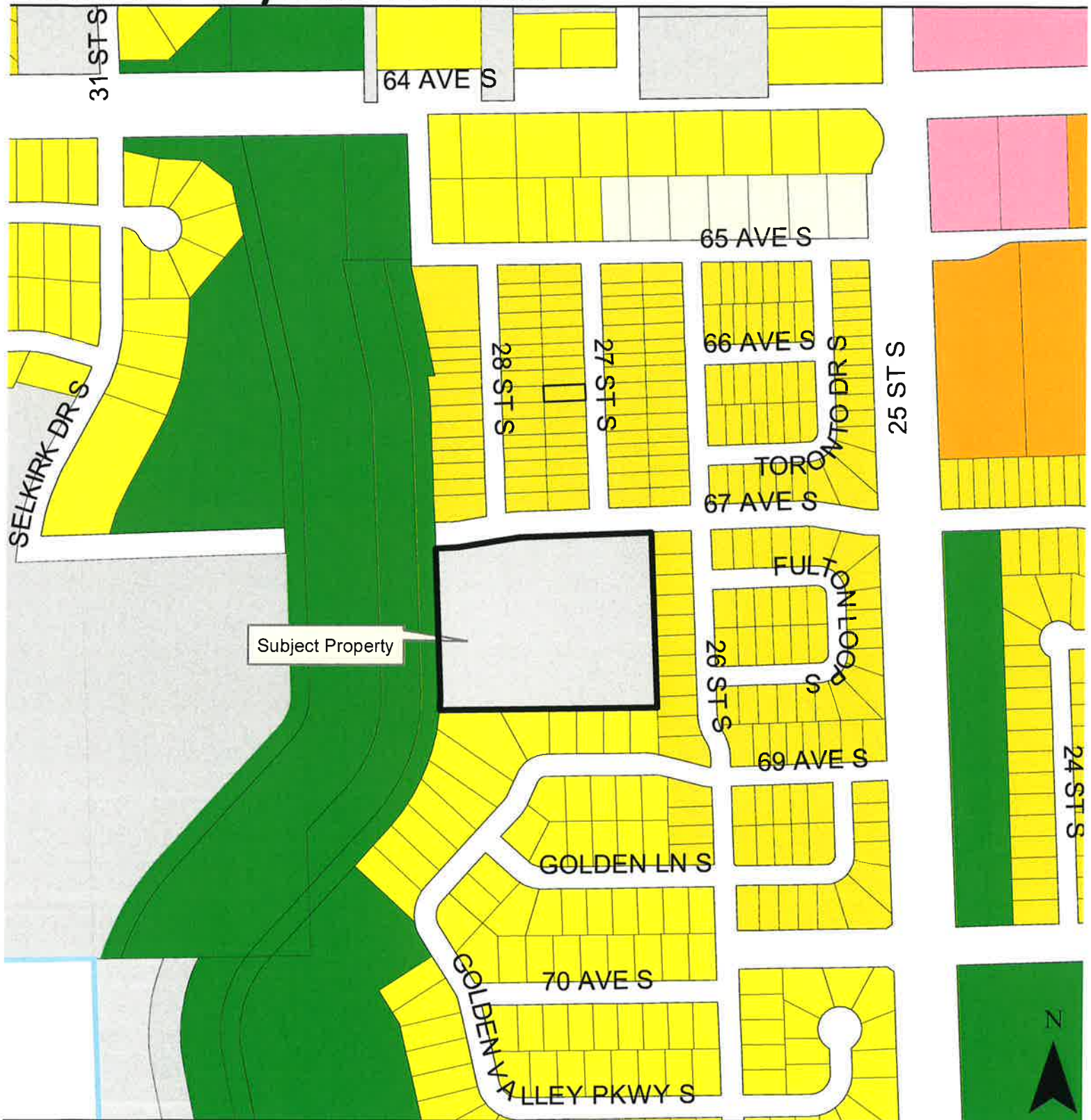
At the November 2<sup>nd</sup>, 2021, Planning Commission hearing by a vote of 6-0 with two Commissioners absent and three Commission seats vacant, that Commission moved to accept the findings and recommendations of staff to recommend approval to the City Commission of the proposed 1) Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and 2) plat of the **Golden Valley Sixth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC.

**Attachments:**

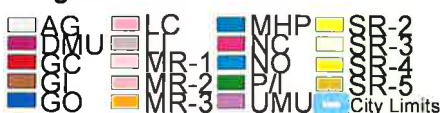
1. Zoning map
2. Location map
3. Preliminary plat

## Golden Valley Sixth Addition

2800 67th Avenue S



### Legend



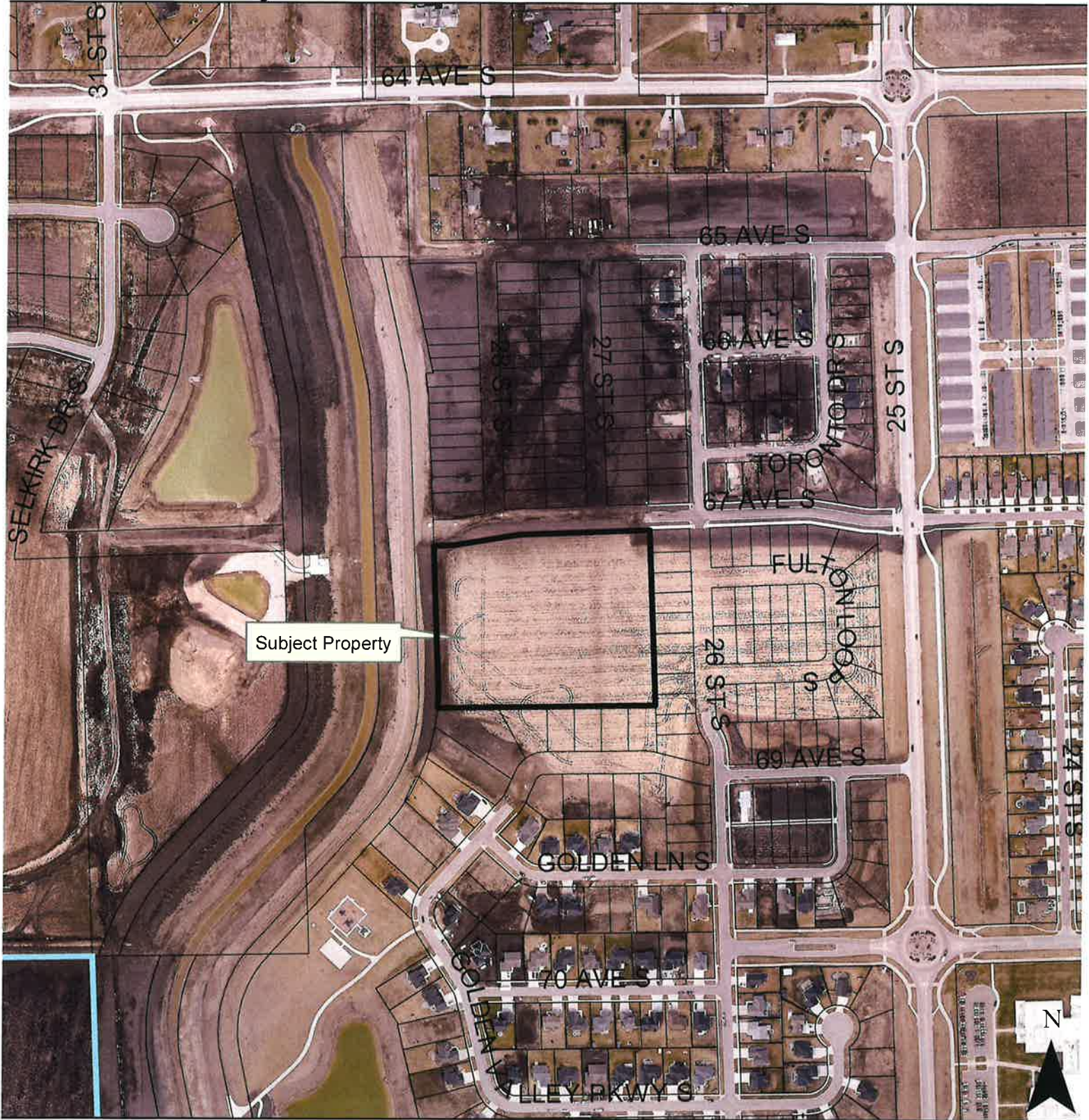
300

Feet



# Golden Valley Sixth Addition

2800 67th Avenue S





# GOLDEN VALLEY SIXTH ADDITION

PART OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MAJOR SUBDIVISION)

## PLAT BOUNDARY DESCRIPTION:

That part of the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:  
Beginning at the northeast corner of Lot 1, Block 1 of Golden Valley Third Addition to the City of Fargo as filed and on record at the office of the County Recorder, Cass County, North Dakota, thence South 89 degrees 07 minutes 14 seconds East on the west line of said Golden Valley Third Addition a distance of 545.16 feet to the northeast corner of Lot 7, Block 1 of said Golden Valley Third Addition; thence South 89 degrees 07 minutes 14 seconds East on the west line of said Golden Valley Third Addition a distance of 681.30 feet to the northwest corner of Lot 2, Block 1 of said Golden Valley Fifth Addition; thence North 89 degrees 07 minutes 14 seconds East on the west line of said Golden Valley Fifth Addition to the City of Fargo as filed and on record at the office of the County Recorder, Cass County, North Dakota, 71.26 feet along a curve concave to the northeast, having a radius of 71.26 feet, a central angle of 06 degrees 37 minutes 03 seconds, the chord of said curve bears North 01 degrees 07 minutes 14 seconds East a distance of 71.26 feet to a point of intersection of the south right-of-way line of 67th Avenue South; thence North 87 degrees 49 minutes 19 seconds East on said south right-of-way line, a distance of 320.00 feet to the northeast corner of Lot 2, Block 1 of said Golden Valley Fifth Addition; thence North 83 degrees 41 minutes 15 seconds East on said south right-of-way line, a distance of 13.61 feet to the northeast corner of Lot 2, Block 1 of said Golden Valley Fifth Addition; thence North 87 degrees 44 minutes 05 seconds East on said south right-of-way line and tangent to the south, having a radius of 235.00 feet and a central angle of 08 degrees 10 minutes 05 seconds, the chord of said curve bears North 87 degrees 44 minutes 05 seconds East a distance of 334.7 feet; thence North 87 degrees 44 minutes 05 seconds East on said south right-of-way line and tangent to the south, having a radius of 235.00 feet and a central angle of 08 degrees 10 minutes 05 seconds, the chord of said curve bears North 87 degrees 44 minutes 05 seconds East a distance of 334.7 feet to the point of beginning.  
Said plot contains 8.26 acres, more or less.

Subject to Easements, Restrictions, Reservations and Rights of Way of Record.

## OWNER'S CERTIFICATE:

I, the undersigned, being the owner of the above described property, have caused the same to be surveyed and platted as **GOLDEN VALLEY SIXTH ADDITION**, and do hereby dedicate to the public, for public use all streets, easements, and utility easements as shown on this plat.

## OWNER/VENDOR:

Ryland Development Corporation, Contract Vendor

Stanley L. Ryland and Patricia J. Ryland, Contract Vendor

Stanley L. Ryland, President  
Patricia J. Ryland, Vice President

State of North Dakota

County of Cass

State of North Dakota

County of Cass

On this 10th day of January, 2022, before me, personally appeared Stanley L. Ryland, President, Ryland Development Corporation, a North Dakota corporation, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same on behalf of the corporation.

Notary Public: Holly Sannerud

## CONTRACT VENDOR:

78th Street Holdings, LLC

James R. Bullis, President

State of North Dakota

County of Cass

On this 10th day of January, 2022, before me, personally appeared James R. Bullis, President, 78th Street Holdings, LLC, a North Dakota limited liability company, known to me to be the person who is the owner of the above described property, and acknowledged to me that he executed the same on behalf of the limited liability company.

Notary Public: SUM Kuyler

**KPH LING**  
SURVEY  
9530 39TH ST. S.  
FARGO, ND 58104  
701-499-7979

MADE AVAILABLE  
Fargo, ND  
My Commission Expires July 14, 2024

Notary Public: KPH LING

## CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rocky Schneider  
Planning Commission Chair

State of North Dakota

County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, personally appeared Rocky Schneider, Planning Commission Chair, known to me to be the person who executed the same as a free act and deed.

Notary Public: \_\_\_\_\_

## CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Brenda E. Dering, P.E.  
City Engineer

State of North Dakota

County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, personally appeared Brenda E. Dering, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public: \_\_\_\_\_

## SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 3rd day of January, 2022.

Joshua J. Nelson, PLS  
Professional Land Surveyor  
Registration No. LS-27292

State of North Dakota

County of Cass

On this 3rd day of January, 2022, appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

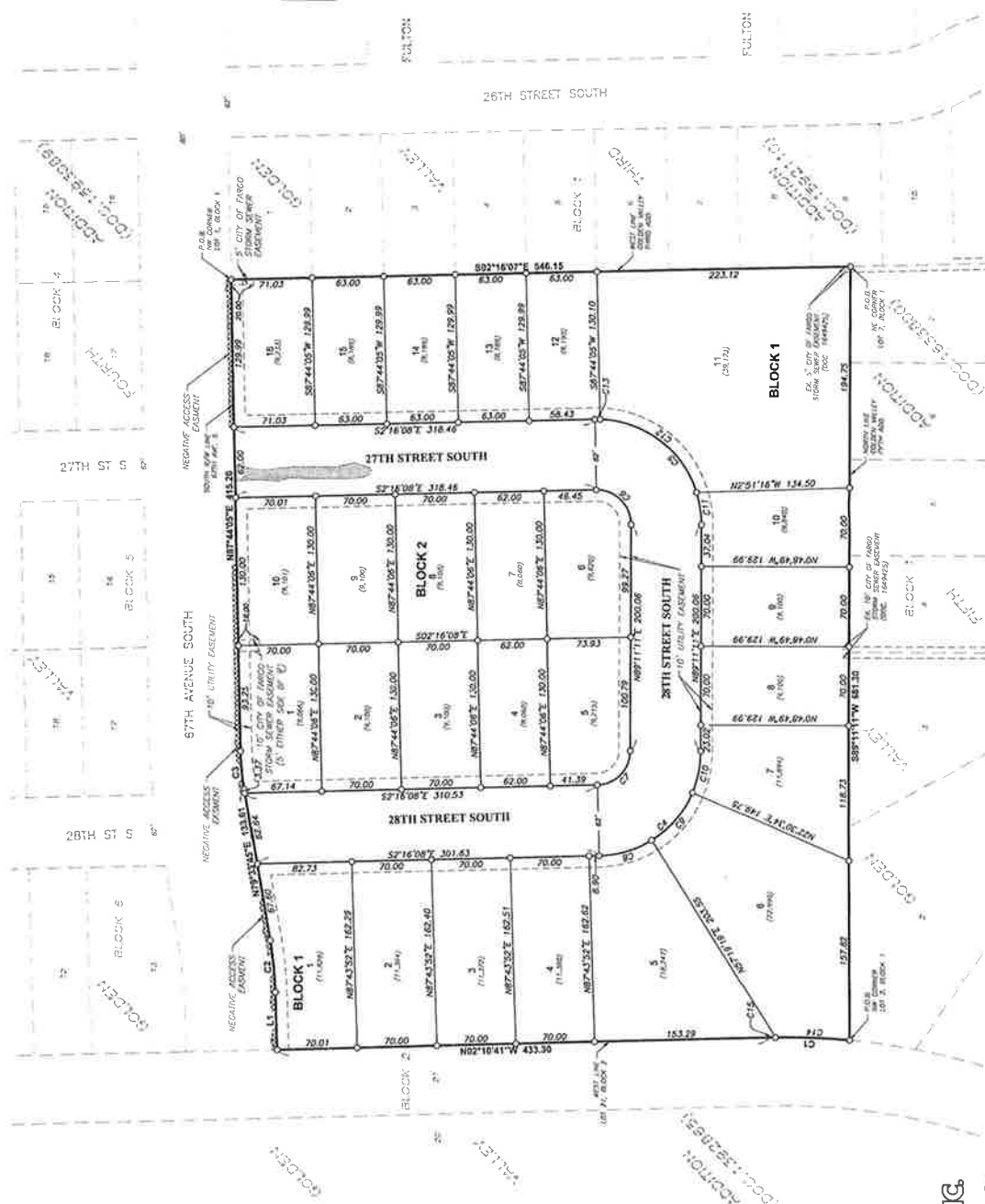
Notary Public: \_\_\_\_\_



MADE AVAILABLE  
Fargo, ND  
My Commission Expires July 14, 2024

PART OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MAJOR SUBDIVISION)

PART OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MAJOR SUBDIVISION)



		LENGTH	RADIUS	CGZ/10°	CHORD DISTANCE	CHORD SPACING
C1	71.26	618.67	637.01*	71.23		CHORD DISTANCE
C2	44.1	315.00	475.34*			CHORD SPACING
C3	33.50	230.00	419.09*	33.47		
C4	14.21	82.00	483.94**	138.44		
C5	14.85	92.00	91.27**1.9	13.78		
C6	47.48	30.00	91.27**1.9	41.56		
C7	46.36	30.00	682.94**1	41.80		
C8	46.36	32.00	307.94**1	48.26		
C9	48.00	92.00	34.94**5	55.04		
C10	37.45	82.00	23.71**3	27.17		
C11	28.63	92.00	17.49**4	36.51		
C12	11.63	82.00	774.50**1	106.56		
C13	45.65	92.00	2740.57*	4.57		
C14	66.05	618.67	578.01*	66.02		
C15	52.17	618.67	572.92**1	52.21		

LINE TABLE		
#	LENGTH	BEARING
L1	50.00	N87°49'19"E

Source:

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS AND FEAR PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
3. PART OF THIS PLOT FALLS IN FLOODPLAIN ZONE "AE" ACCORDING TO THE FEMA FIRM NO. 38077-02070 WITH AN EFFECTIVE DATE 1/8/1974. THE BASE FLOOD ELEVATION IN THIS AREA IS 904.5' (NA83) (FLOODING EFFECTIVE DATE 1/8/1974). FLOODING IS DERIVED FROM CITY OF FARGO CONTOUR DATA.
4. BENCHMARK 3075 IMPRINT LOCATED IN THE SOUTHWEST QUARTER OF 35TH STREET SOUTH AND 57TH AVENUE SOUTH, BM-311022 PUBLISHED ON SHEET #31 OF THE CITY OF FARGO BENCHMARK BOOK-31-1022 (ELEVATION = 912.30' (NA83)).
5. NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF GOLDEN VALLEY WITH WHICH THIS EASEMENT IS ADJACENT, DEDICATED AS PART OF THE STREET-OF-WAY DEDICATION FROM THE LOT OR LOTS ADJACENT TO SUCH EASEMENT TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH EASEMENT. THIS EASEMENT IS NOT A STIP OF LAND OR ANY CERTAIN LOT, BUT IS A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

10

**KPH, INC.**  
SURVEY  
9530 39TH ST. S.  
FARGO, ND 58104  
701-499-7979

(3201)

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING A CERTAIN PARCEL  
OF LAND LYING IN GOLDEN VALLEY SIXTH ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Golden Valley Sixth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 7, 2022,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

All of Golden Valley Sixth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1  
2  
3  
4 Section 3. This ordinance shall be in full force and effect from and after its passage and  
5 approval.  
6

7  
8 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

9 Attest:  
10

11 \_\_\_\_\_  
12 Steven Sprague, City Auditor  
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First Reading:  
Second Reading:  
Final Passage:

NOTICE OF HEARING  
FOR SPECIAL ASSESSMENT OF  
SEWER REPAIRS

The Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing on special assessments for Sewer Repairs provided in the list below, on Monday, March 7, 2022, at 5:00 o'clock p.m. in the City Commission Room, City Hall, Fargo, North Dakota.

Parcel No	Parcel Address	Assessment
01-0440-03210-001	703 10 AVE N UNIT 1	7,692.83
01-0440-03210-002	703 10 AVE N UNIT 2	7,692.83
01-0440-03210-003	703 10 AVE N UNIT 3	7,692.83
01-0440-03220-001	705 10 AVE N UNIT 4	7,692.83
01-0440-03220-002	705 10 AVE N UNIT 5	7,692.83
01-0440-03220-003	705 10 AVE N UNIT 6	7,692.83
01-0440-00720-000	911 11 AVE N	14,000.00
01-1760-00440-000	728 1 ST N	12,000.00
01-1160-01820-000	7-9 11 AVE N	10,409.75
01-2840-01050-000	1731 23 ST S	9,500.00
01-0740-02000-000	405 23 ST S	17,750.00
01-1270-02190-000	1810 11 AVE S	10,250.00
01-2040-04870-000	1531 16 1/2 ST S	6,125.00
01-1270-02590-000	1109 21 ST S	8,000.00
01-0740-02210-000	426 23 ST S	12,500.00
01-2220-02130-000	917 14 AVE N	7,000.00
01-2040-01590-000	1317 16 1/2 ST S	11,000.00
01-2040-02980-000	1446 14 1/2 ST S	15,500.00
01-0720-00900-000	2861 2 ST N	8,750.00
01-0740-01590-000	309 22 ST S	21,500.00
01-0700-00930-000	1330 1 AVE S	22,000.00
01-0120-01200-000	329 15 AVE S	10,910.00
01-1130-00780-000	902 9 ST N	10,775.00
01-0740-00910-000	207 23 ST S	21,625.00
01-0120-01870-000	321 ELMWOOD AVE S	12,125.00
01-3500-00530-010	1440 DAKOTA DR N	30,232.25
01-3100-00870-000	2218 10 ST N	13,625.00
01-2350-01150-000	2301 30 AVE S	4,000.00
01-2040-00100-000	1342 13 1/2 ST S	18,250.00
01-2220-00460-000	1421 7 ST N	12,875.00
01-0720-01550-000	305 29 AVE N	11,183.00
01-0440-02500-000	1045 10 ST N	12,875.00
01-0560-01380-000	1644 8 AVE S	18,250.00
01-0540-00320-000	1317 8 AVE S	10,606.25
01-0740-02150-000	405 22 ST S	25,750.00
01-0740-02190-000	421 22 ST S	17,750.00
01-0380-00470-000	1502 8 ST N	12,000.00
01-1640-00930-000	1375 10 AVE N	20,000.00

01-0740-02220-000	422 23 ST S	12,500.00
01-1660-00950-000	3113 9 ST N	9,125.00
01-1520-00650-000	121 5 ST N	51,300.00
01-2040-00390-000	1330 14 ST S	9,150.00
01-2350-00345-010	3134 18 ST S	6,643.00
01-0060-00390-000	1701 3 AVE S	13,025.00
01-1270-01880-000	2009 11 AVE S	11,000.00
01-0780-01310-000	1205 7 ST S	17,375.00
01-1270-01220-000	904 18 ST S	8,750.00
01-0700-02800-000	1307 6 AVE S	11,098.25
01-1620-00580-000	910 UNIVERSITY DR N	8,000.00
01-0740-01470-000	317-319 23 ST S	21,500.00
01-0020-00040-000	1341 10 AVE S	10,000.00
01-0740-02140-000	401 22 ST S	12,500.00
01-2400-00540-000	719 10 ST S	13,750.00
01-2220-01640-000	1329 9 ST N	9,495.50
01-2180-00030-000	1209 10 ST S	15,500.00
01-0340-00310-000	317 15 ST S	19,300.00
01-3100-00680-000	2209 10 ST N	12,113.00
01-1270-00040-000	617 17 ST S	22,000.00
01-0710-00320-000	402 14 ST S	23,250.00
01-1270-01060-000	1013 17 ST S	14,000.00
01-0440-02040-000	1119 10 AVE N	23,200.00
01-1890-00690-000	82 18 AVE N	12,500.00
01-1270-01200-000	910 18 ST S	8,000.00
01-0740-02350-000	430 22 ST S	20,500.00
01-2040-01630-000	1333 16 1/2 ST S	9,687.50
01-1270-01870-000	2005 11 AVE S	19,000.00
01-2040-05560-000	1625 14 ST S	8,750.00
01-0980-01480-000	1636 2 AVE S	18,250.00
01-1270-01760-000	905 20 ST S	9,848.75
01-4181-00570-000	912 29 AVE N	6,950.00
01-1400-01520-000	1410 10 ST S	8,525.00
01-1270-01890-000	2013 11 AVE S	19,000.00
01-1360-00420-000	1361 5 ST N	17,000.00
01-1270-02290-000	2010 11 AVE S	25,500.00
01-1110-00260-000	222 21 AVE N	9,800.00
01-2382-03740-000	324 11 ST N	7,500.00
01-1270-01660-000	1010 20 ST S	16,250.00
01-2040-02260-000	1426-1428 16 1/2 ST S	10,400.00
01-0340-00020-000	310 15 ST S	19,375.00
01-1370-00110-000	1320 5 ST N	10,775.00
01-0740-01050-000	214 23 ST S	20,500.00
01-1270-01810-000	1001 20 ST S	18,250.00
01-1270-02180-000	1806 11 AVE S	10,250.00
01-0540-00760-000	1426 7 AVE S	29,500.00
01-0540-00100-000	616 14 ST S	11,600.00
01-2040-05750-000	1626 14 ST S	11,750.00
01-1270-01710-000	914 20 ST S	10,250.00
01-0162-01470-000	1824 14 ST S	14,750.00

01-0120-02290-000	414 ELMWOOD AVE S	17,000.00
01-1895-00550-000	2606 MEADOW CRK CIR S	9,068.75
01-0980-01220-000	1536 2 AVE S	20,500.00
01-2382-02695-000	1022 1 AVE N	23,000.00
01-2040-04520-000	1529 15 ST S	6,500.00
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01-0380-00280-000	1518 7 ST N	11,750.00
01-0980-00660-000	1635 2 AVE S	11,000.00
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01-1100-00660-000	509 20 AVE N	12,875.00
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01-1270-02250-000	1914 11 AVE S	10,250.00
01-0700-00710-000	1415 2 AVE S	10,000.00
01-0560-01520-000	1613 10 AVE S	18,000.00
01-0780-01300-000	1209 7 ST S	18,125.00
01-0700-02650-000	524 14 ST S	13,750.00
01-0120-00650-000	425 OAKLAND AVE S	16,000.00
01-1270-01690-000	922 20 ST S	10,250.00
01-1270-01730-000	906 20 ST S	11,000.00
01-1400-02460-000	1514 6 ST S	14,000.00
01-2220-02350-000	1322 9 ST N	10,988.75
01-0740-01820-000	310 22 ST S	20,500.00
01-1660-00510-000	3002 9 ST N	13,250.00
01-0740-02370-000	422 22 ST S	12,860.75
01-0740-01060-000	210 23 ST S	20,500.00
01-0440-01300-000	1108 10 ST N	13,863.00
01-0780-00020-000	1010 UNIVERSITY DR S	13,850.00
01-0740-02120-000	404 24 ST S	14,000.00
01-1270-01830-000	1009 20 ST S	12,500.00
01-1360-00200-000	1242 4 ST N	17,500.00
01-2100-00530-000	1806 5 ST N	16,625.00
01-0740-02271-000	402 23 ST S	21,500.00
01-1760-00500-000	746 1 ST N	4,493.75
01-1270-01180-000	918 18 ST S	19,000.00
01-0740-02160-000	409 22 ST S	20,500.00
01-1700-00210-000	822 19 ST S	17,750.00
01-2040-03240-000	1442 14 ST S	11,600.00
01-2240-01850-000	120 UNIVERSITY DR S	14,800.00
01-2100-01940-000	1606 3 ST N	17,750.00
01-4181-00560-000	910 29 AVE N	8,750.00
01-2350-00343-000	3132 18 ST S	5,750.00
01-1700-00190-000	830 19 ST S	17,750.00
01-0380-00455-000	723 15 AVE N	24,875.00
01-3080-00490-000	2213 9 ST N	8,750.00
01-2340-02910-000	1331 1 AVE N	17,000.00
01-1270-01640-000	1018 20 ST S	16,250.00
01-0560-02200-000	1002 17 ST S	9,000.00
01-0740-02400-000	410 22 ST S	17,750.00

01-0740-01665-000	322 23 ST S	9,500.00
01-1380-00630-000	217 26 AVE N	9,968.75
01-1270-02710-000	1906 12 AVE S	18,500.00
01-2860-00750-000	2609 11 ST S	21,000.00
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01-0340-00110-000	1520 3 AVE S	13,000.00
01-1270-02420-000	1109 18 ST S	20,000.00
01-0740-02500-000	429 23 ST S	17,750.00
01-1270-02170-000	1802 11 AVE S	13,250.00
01-0440-01130-000	1117 11 ST N	15,125.00
01-0740-02510-000	433 23 ST S	21,500.00
01-1270-01770-000	909 20 ST S	10,250.00
01-0440-01140-000	1121 11 ST N	15,125.00
01-1270-01620-000	1909 11 AVE S	19,000.00
01-3060-00160-000	2415 8 ST N	8,472.50

Any person aggrieved may appeal from the action of the Board of City Commissioners by filing with the City Auditor, prior to March 7, 2022, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Board of City Commissioners should not be confirmed.

City Auditor's Office  
(February 16 & February 23, 2022- Legals)

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#### INSTRUCTIONS TO THE FORUM

Please publish on Wednesday, February 16 & February 23, 2022 – Legals.

I will need an affidavit of publication.

Bill to: CITY AUDITOR'S OFFICE  
ATTN MICHELLE  
P.O. BOX 2471  
FARGO ND 58107

If you have any questions, please call 241-1301.  
Steve Sprague

## MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

DATE: March 2, 2022

SUBJECT: Renewal Plan for site of warehouse fire

I drafted a Renewal Plan for the redevelopment of 1418 1st Avenue North. The project is to demolish and cleanup the site of a warehouse destroyed by fire in 2020 and build a 90-unit apartment building with enclosed parking.

Construction work would begin in 2022 and be completed by the end of 2023.

The developer is requesting \$1.3 million in Tax Increment Financing (TIF) to demolish the remaining building, cleanup the site, address any poor soil conditions and pay a portion of the land cost. TIF funds would also be used to construct NP Avenue between 14th and 14½ Street North. The estimated annual TIF income is ~\$168,000 a year and the length of the TIF district would be ~11 years following the completion of the project. The benefit to the developer would be about 9 of the 11 years the TIF is in place, with the first two years going to the developer, the next years 4-5 years being prorated between the developer and the City and the final ~5 years going to the developer.

City financial adviser PFM reviewed the project and stated, **"The estimated internal rate of return is appropriate given the risk level for this type of project. Based on the information provided to PFM, the calculated internal rate of return and the coverage requirements, PFM concludes the project would not be feasible without public assistance."**

A public hearing on the Renewal Plan and Developer Agreement is part of the review process. One of the purposes of the hearing is to provide potential competitors an opportunity to comment if they feel the agreement would result in unfair competition.

### Recommended Motion:

Approve the Resolution adopting the Renewal Plan and a Developer Agreement with J-Street Properties to provide TIF funds for the project.

### Attachments

1. Resolution
2. Renewal Plan
3. Financial "But For" Report
4. Form of Developer Agreement pending final legal review

October 20, 2021

Jim Gilmour, Dir. of Strategic Planning & Research  
City of Fargo  
225 4<sup>th</sup> St. N.  
Fargo, ND 58102

RE: TIF Application  
J-Street Flats  
Fargo, ND

Mr. Gilmour:

On behalf of J-Street Properties, LLC, we offer this Application for Tax Increment Financing Assistance for our proposed J-Street Flats Multi-Family project to be located at 1418 1<sup>st</sup> Ave. N., the former Woodchuck building which was damaged beyond repair by a recent fire.

Contact Information

Kevin Bartram  
505 N. Broadway  
Fargo, ND 58102  
(701) 235-5563  
[kbartram@mbapc.com](mailto:kbartram@mbapc.com)

Mark Bjornstad  
1666 1<sup>st</sup> Ave. N.  
Fargo, ND 58102  
(701) 540-6608  
[mark@drekkerbrewing.com](mailto:mark@drekkerbrewing.com)

General Information

- Owner  
J-Street Properties, LLC
- Project Location  
1418 1<sup>st</sup> Ave N & 19 14 ½ St N  
Fargo, North Dakota
- Project Description & Conceptual Plans  
90 unit, 4-story multi-family project with enclosed parking for 92 vehicles plus additional surface parking for 21 vehicles. Project will also include a request to pave 14-½ Street and part of NP Avenue, both of which are currently gravel surfaces.

Conceptual plans are attached.



- Proposed Schedule  
Begin construction in Spring, 2022 with completion scheduled for Summer 2023. Demolition of the existing on-site structure will begin in late Winter depending on the status of this TIF Application.

#### Project Financials & Financing

- Developer & Ultimate Owner of Property  
J-Street Properties, LLC
- Type of Project  
Multi-Family site re-zoned to DMU with conditional overlay
- Dollar request of TIF assistance  
Approximately \$1.25M
- 10 year Proforma  
Proforma is currently being finalized
- Total Project Cost  
Approximately \$14.75M
- Hard Capital Costs  
Approximately \$12.5M
- Contributed Equity  
Approximately \$3.0M
- Loan Amounts with Terms  
Final loan package still being finalized.  
Anticipated terms are 3.50 – 3.75% fixed for 5 years with a 20 year term.
- Number of Housing Units  
(57) 1-BR Units-various plans  
(24) 2-BR Units-various plans  
( 9) 3-BR Units-various plans  
(90) units Total.
- SF of Commercial Space  
None; project includes enclosed parking for 92 vehicles on 1<sup>st</sup> floor and amenity spaces (fitness, community room, lounge spaces)  
2<sup>nd</sup> – 4<sup>th</sup> floors and a 5<sup>th</sup> floor roof terrace.
- Proposed Rents  
1-BR units - \$ 950 - \$1,075/mo.  
2-BR units - \$1,250 - \$1,350/mo.  
3-BR units - \$1,500 - \$1,700/mo.  
  
Rents include all utilities, parking costs & in unit laundry.
- Additional Revenues  
Commissions from TV / Internet provider of \$2 – 4/ unit/mo.

- Expenditures

Land Cost	\$ 1,075,000	
Construction Cost	11,850,000	
Architecture/Engineering	800,000	
Financing	200,000	
Developer Fee	500,000	
Contingency	<u>325,000</u>	
	\$ 14,750,000	
  
  - Extraordinary Costs

Land	\$ 1,075,000	
Building Demolition	\$ 333,500	
Environmental	Unknown	(Phase 1 underway)
Public Works	\$ 125,000	
- \* All of these costs are subject to revision depending on details from the Phase 1 & possible Phase 2 environmental reports.

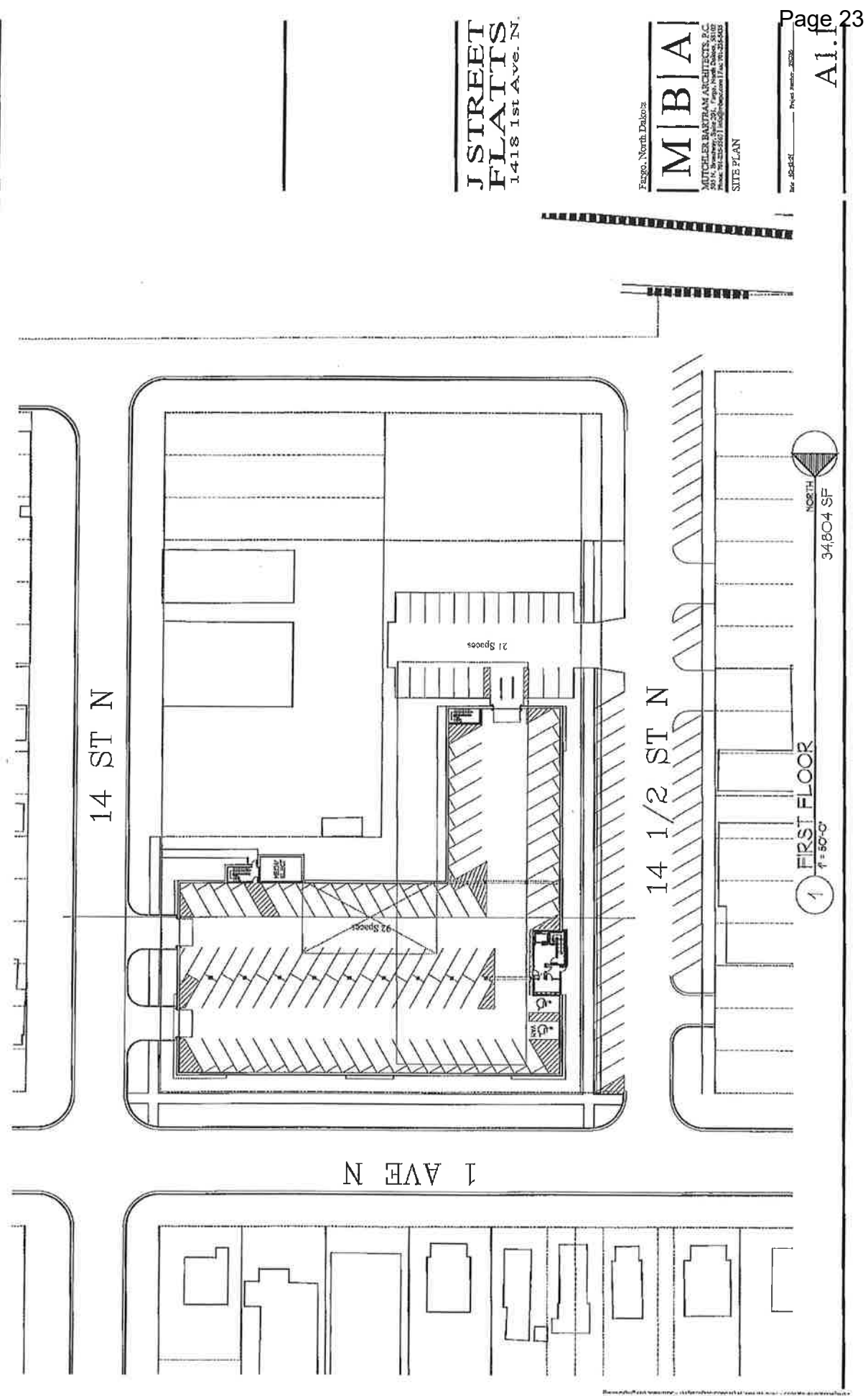
Please let us know if there are any questions or if additional information is required.

Sincerely,



Kevin J. Bartram

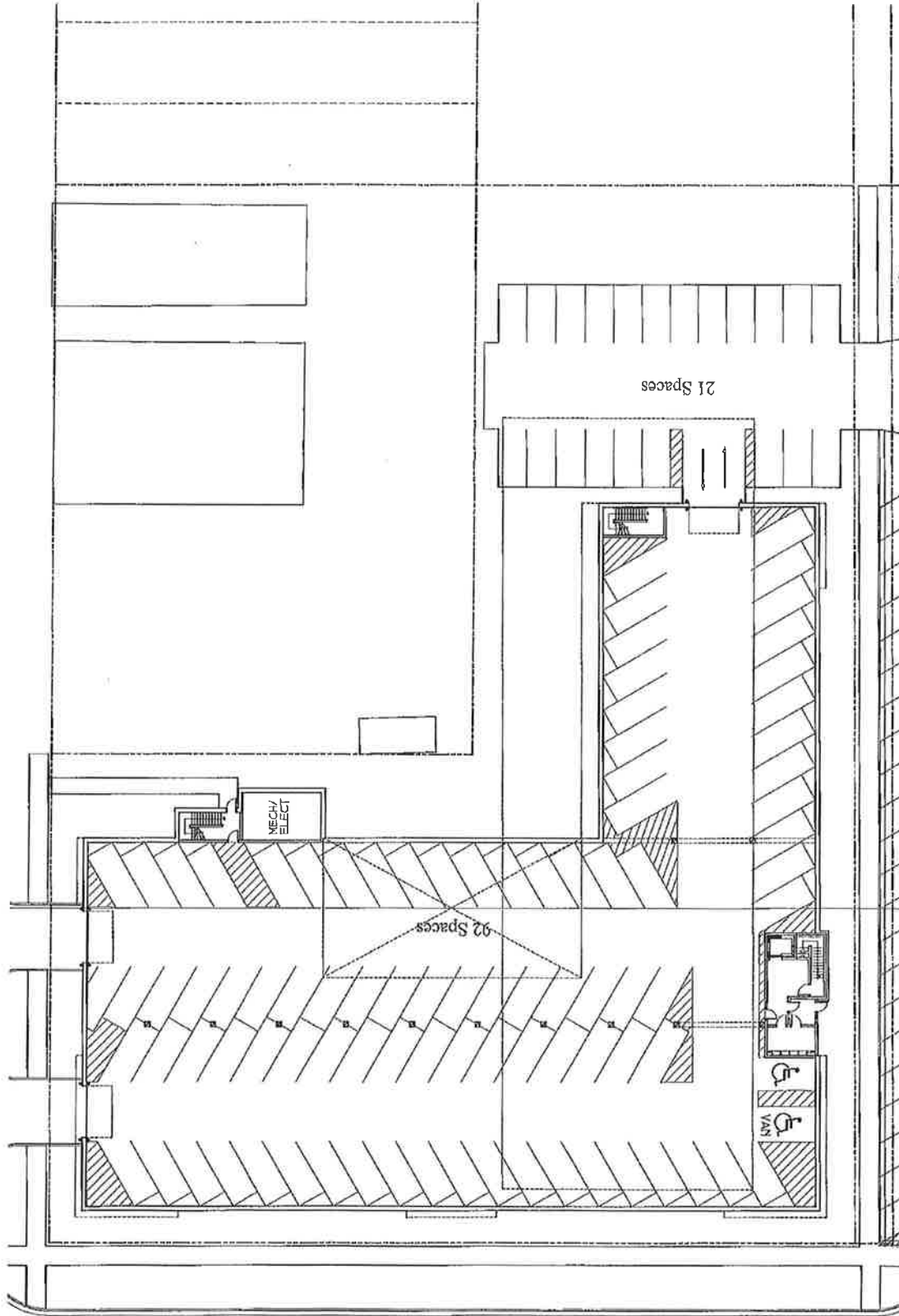
KJB/tjs



J STREET  
FLATTS  
1418 1st Ave. N.

Fargo, North Dakota  
**M|B|A**  
MITCHELL BARTMAN ARCHITECTS, P.C.  
2014, 1418 1st Ave. N., Fargo, ND 58102  
Phone: 701.233.5557 | mba@mbaarch.com | Fax: 701.233.5555  
SITE PLAN

Page 23  
A1.1  
Date: 05-25-21 Project Number: 35206



J STREET  
FLATS  
1418 1st Ave. N.

Fargo, North Dakota

M|B|A

MUTCHER BENTLEY ARCHITECTS, P.C.  
200 N. Main Street, Suite 200, Fargo, ND 58102  
Phone 701.232.8661 | info@mbaarchitects.com | Fax 701.232.8662

FIRST FLOOR PLAN



34,804 SF

1 FIRST FLOOR  
110'-0" x 30'-0"

J STREET  
FLATTS  
1418 1ST AVE. N.

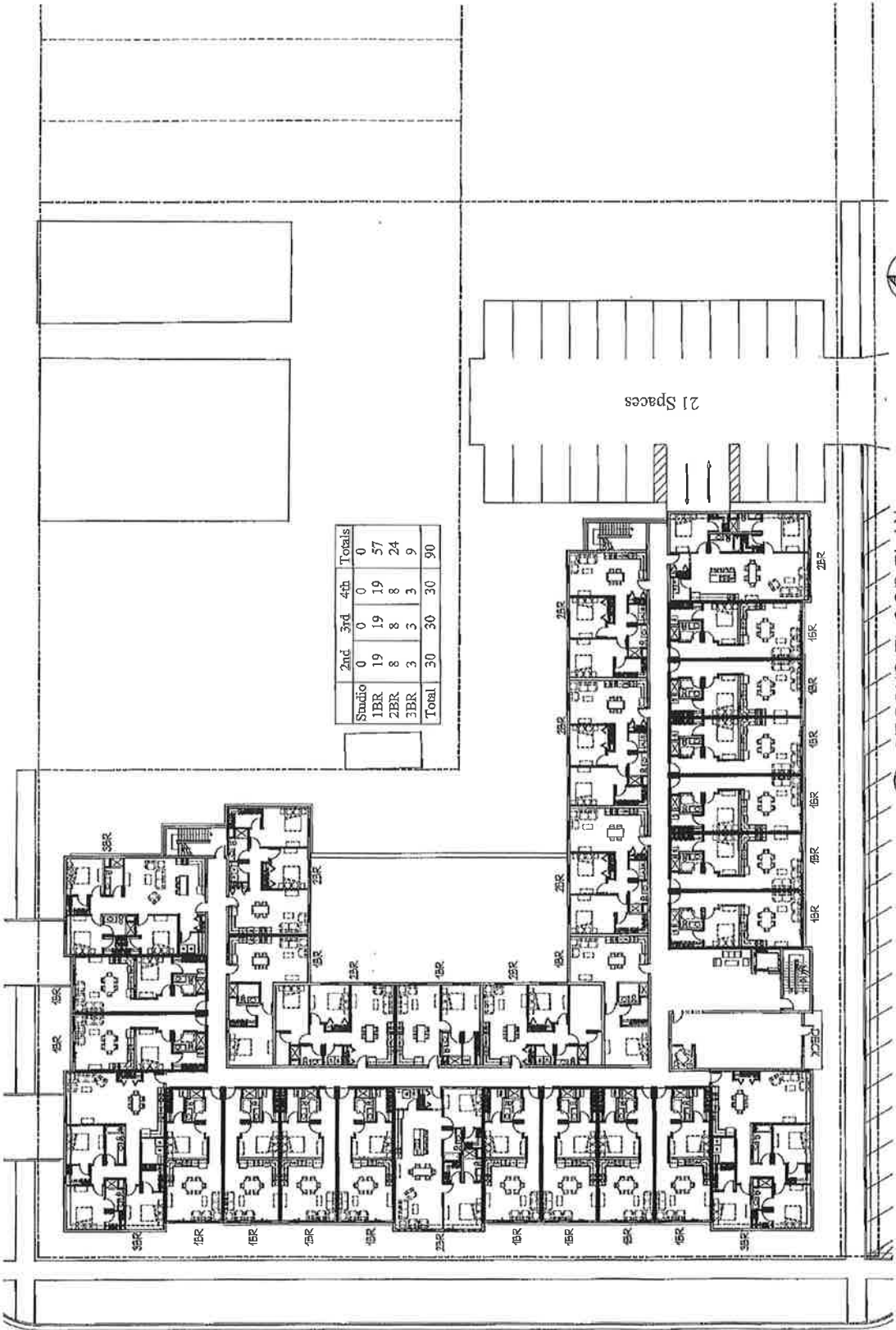
FARGO, NORTH DAKOTA

M|B|A

MUTLER BASTIN ARCHITECTS, P.C.  
200 1st Avenue North, Suite 200  
Fargo, ND 58102-3465  
Phone: 701.237.5561 Fax: 701.237.5465

SECOND FLOOR PLAN

A3.2



	2nd	3rd	4th	Totals
Studio	0	0	0	0
1BR	19	19	19	57
2BR	8	8	8	24
3BR	3	3	3	9
Total	30	30	30	90

NORTH  
32,304 SF

1 SECOND FLOOR PLAN  
1" = 30'-0"

J STREET  
FLATTS  
1418 1ST AVE. N.

FARGO, NORTH DAKOTA

M|B|A

MITCHELL BARTMAN ARCHITECTS, P.C.  
209 N. Broadway, Suite 201, Fargo, North Dakota 58102  
Phone: 701.235.2863 | mba@mbaarchitects.com | Fax: 701.235.5423

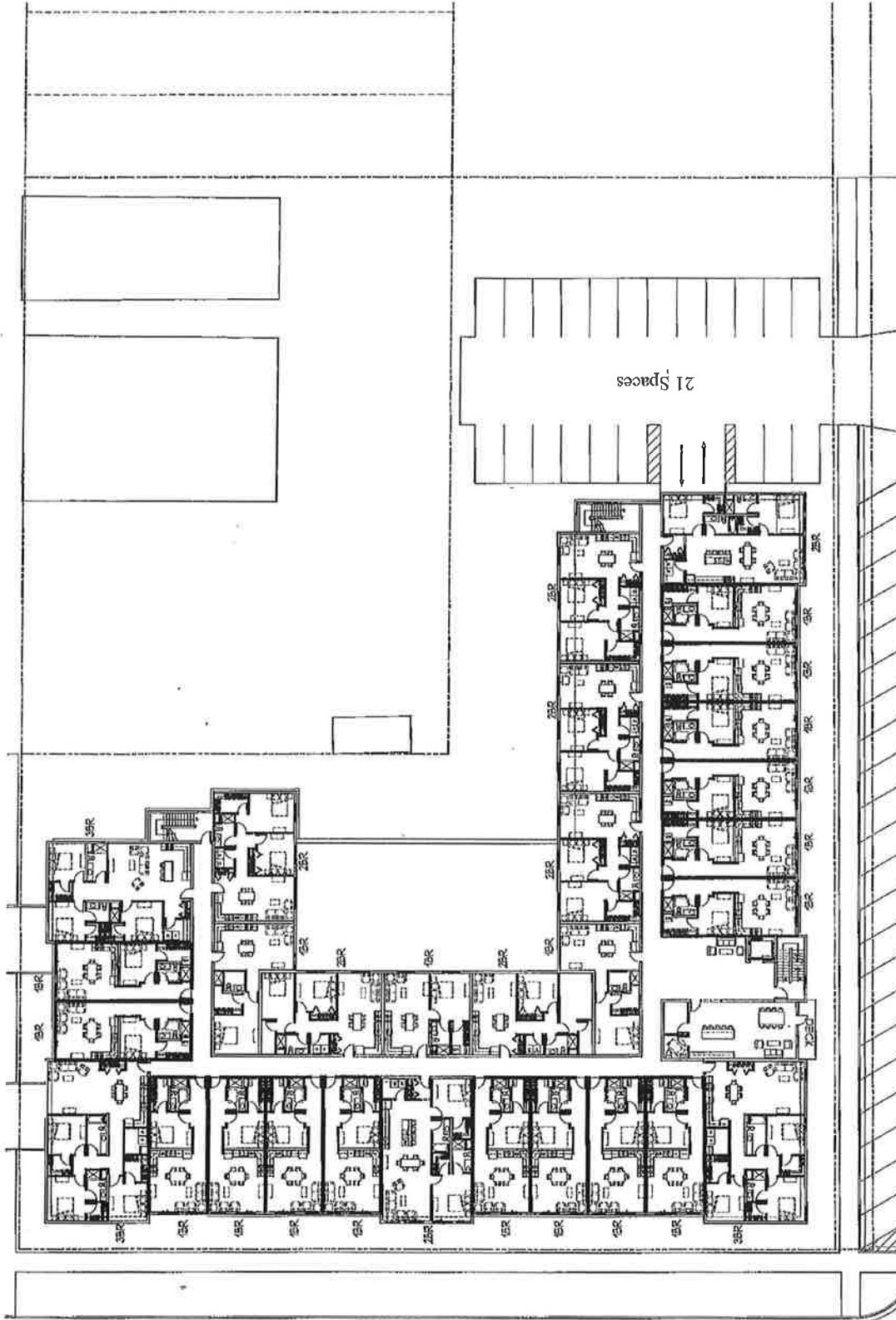
THIRD FLOOR PLAN

A3.3



32,304 SF

1 THIRD FLOOR PLAN  
1" = 30'-0"



J STREET  
FLATTS  
1418 1ST AVE. N.

FARGO, NORTH DAKOTA

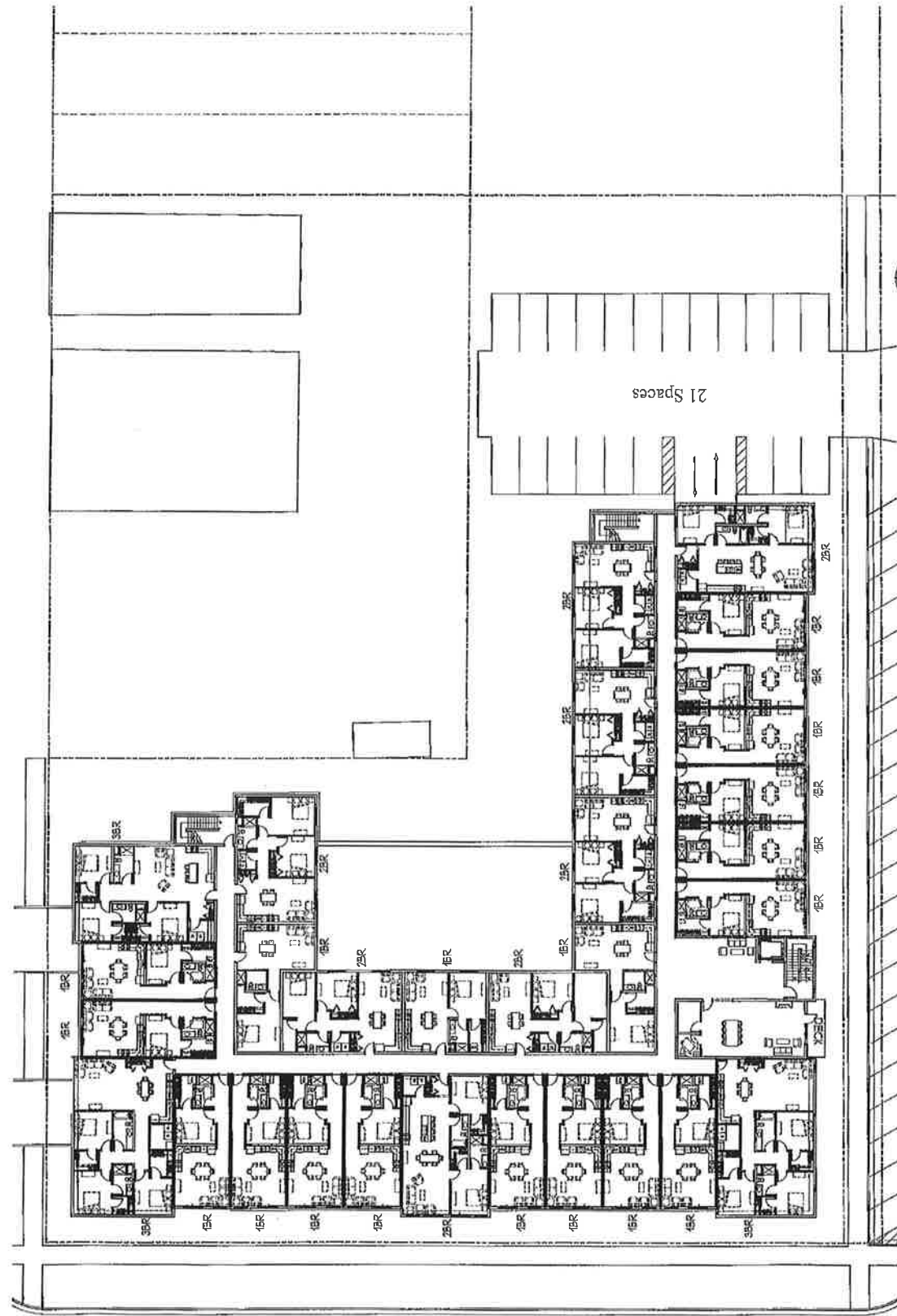
M|B|A

MITCHELL BASTRAM ARCHITECTS P.C.  
502 N. Broadway, Suite 201, Fargo, North Dakota, 58102  
Phone: 701.225.5581 Fax: 701.225.5582

FOURTH FLOOR PLAN

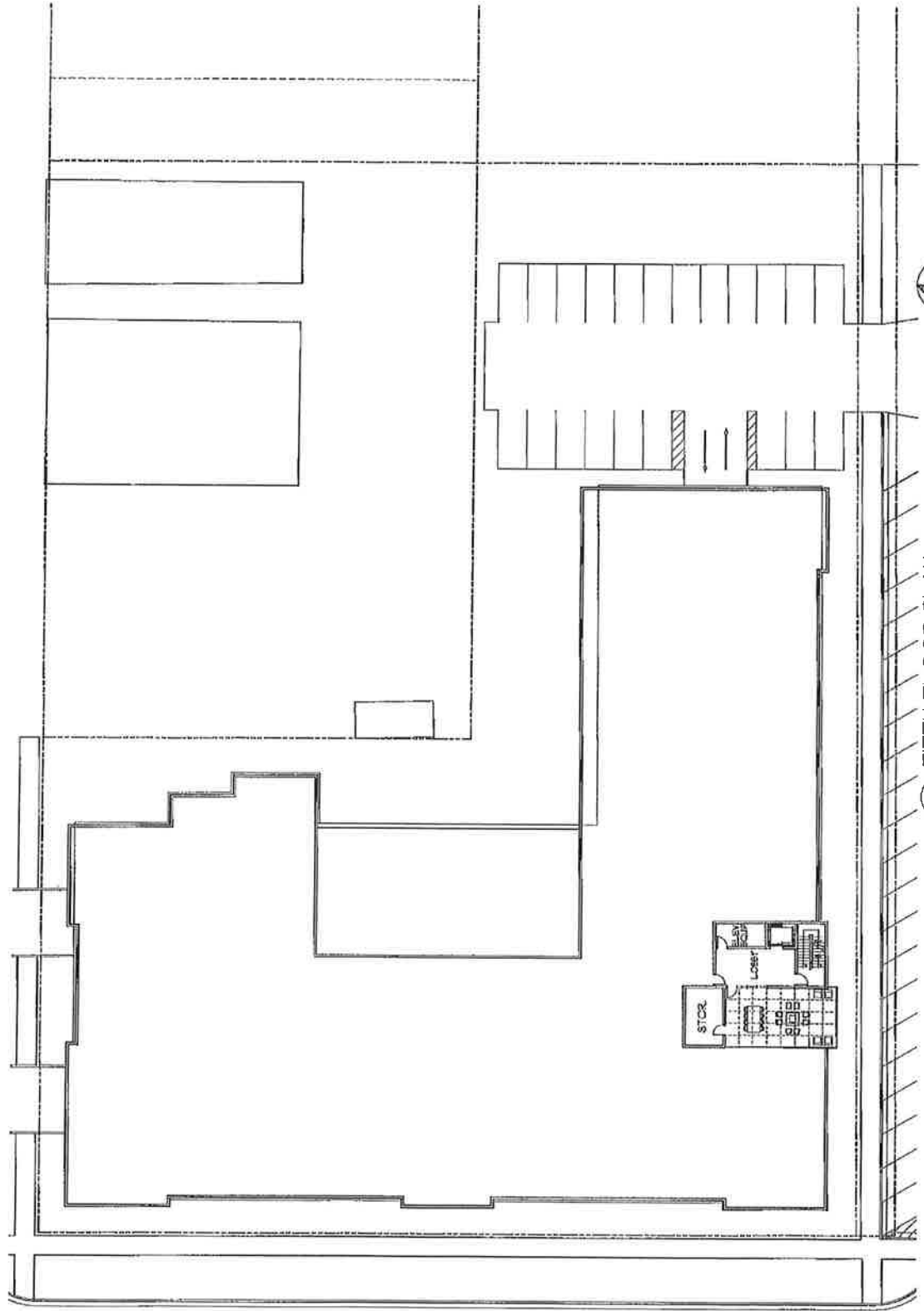
A3.4

Rev: 10-05-01 Project Review: 2008



32,304 SF

1 FOURTH FLOOR PLAN  
P = 90'-0"



1 FIFTH FLOOR PLAN  
7' x 30'-0"

J STREET  
FLATS  
1418 1ST AVE. N.

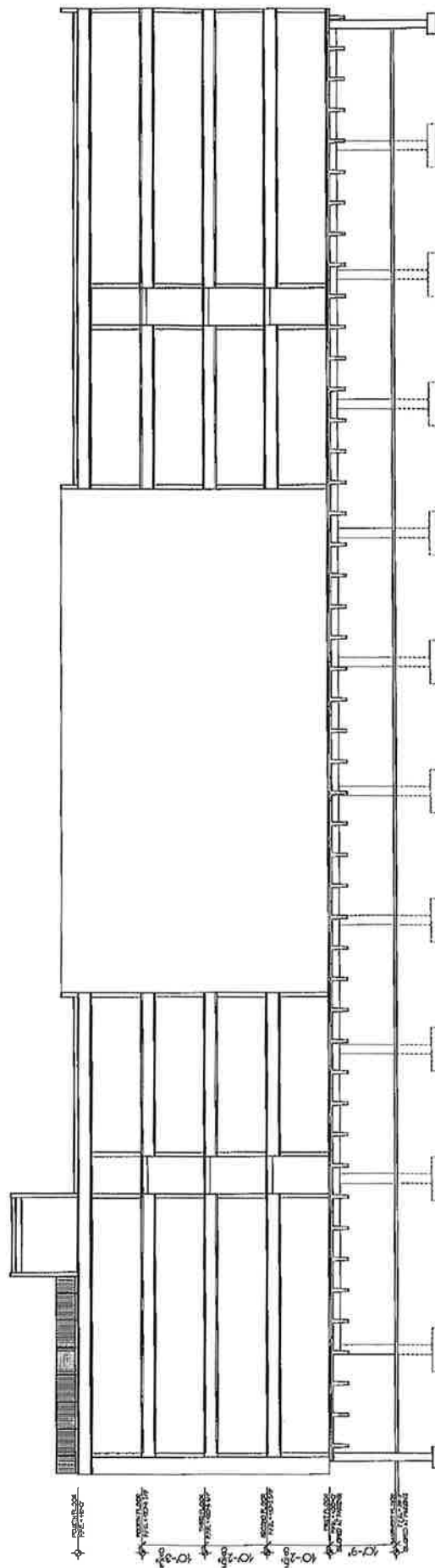
FARGO, NORTH DAKOTA

M|B|A

MITCHELL BLAIR ARCHITECTS, P.C.  
303 N. Broadway, Suite 201, Fargo, ND 58102  
Phone: 701-233-5161 | info@mbaarchitects.com | Fax: 701-233-5460

FIFTH FLOOR PLAN





1 BUILDING SECTION  
1/15" = 1'-0"

RESOLUTION  
BOARD OF CITY COMMISSIONERS OF THE  
CITY OF FARGO

TAX INCREMENT FINANCING DISTRICT 2021-04

Commissioner \_\_\_\_\_ moved for approval of the following:

WHEREAS, Certain areas within the City are in need of redevelopment in order to prevent further deterioration, to encourage investment and to preserve property values; and

WHEREAS, The Board of City Commissioners desires to avail itself of the power and authority granted by Chapter 40-58 NDCC.

NOW, THEREFORE, BE IT RESOLVED, By the Board of City Commissioners as follows:

1. That one or more slum or blighted areas, or areas consisting of industrial or commercial property, or a combination of those areas of properties, exist in the City of Fargo.
2. That the development, rehabilitation, conservation or redevelopment, or a combination thereof, of the area contained within the Renewal Plan for Tax Increment Financing District No. 2021-04, is necessary in the interest of public health, safety, morals or welfare of the residents of the City of Fargo and will afford maximum opportunity, consistent with the sound needs of the city as a whole, for the rehabilitation or redevelopment of the development area by private enterprise.
3. That there are blighted areas within the area contained within the Renewal Plan with deteriorated conditions that discourage redevelopment. The Renewal Area, as defined in the Renewal Plan, is blighted due to the presence of these conditions have substantially impaired the growth of the City, and have slowed the provision of appropriate redevelopment in this area. As a result, the Board of City Commissioners finds that a blighted condition exists in the said area.
4. That the area designated as the Renewal Plan for Tax Increment Financing District No. 2021-04 is appropriate for a development project.
5. That such development, rehabilitation, conservation or redevelopment of the area contained in the Renewal Plan for Tax Increment Financing District No. 2021-04 requires the powers and authority granted in Chapter 40-58 NDCC.
6. That the Renewal Plan for Tax Increment Financing District No. 2021-04 is hereby officially adopted by the Board.

7. That a Developer Agreement be prepared in regard to the Tax Increment Financing.
8. That the appropriate staff be directed to request the County Auditor and Treasurer to compute, certify and remit tax increments resulting from the development or renewal of the area in accordance with the plan and any modifications thereof, and that the County Auditor and Treasurer shall do so in accordance with this section.

Said motion was seconded by Commissioner \_\_\_\_\_ and, upon call of the roll, the motion carried with Commissioner(s) \_\_\_\_\_ not being present, Commissioners \_\_\_\_\_ voting aye, Commissioners \_\_\_\_\_ voting nay and Commissioner(s) \_\_\_\_\_ abstaining and the motion therefore being declared carried.

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**RENEWAL PLAN**  
**TAX INCREMENT FINANCING DISTRICT NO. 2021-04**  
**CITY OF FARGO, NORTH DAKOTA**  
**NOVEMBER 2021**

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<b>RENEWAL PLAN FOR TAX INCREMENT DISTRICT NO. 2021-04.....</b>	<b>1</b>
SUBSECTION 1.1. DEFINITIONS.....	1
SUBSECTION 1.2. STATUTORY AUTHORITY.....	1
SUBSECTION 1.3. STATEMENT OF PUBLIC PURPOSE .....	2
SUBSECTION 1.4. DESCRIPTION OF RENEWAL AREA .....	3
SUBSECTION 1.5. LAND ACQUISITION, DEVELOPMENT, DEMOLITION AND REMOVAL OF STRUCTURES, REDEVELOPMENT OR IMPROVEMENTS.....	3
SUBSECTION 1.6. LAND USE ATTRIBUTES – TIF DISTRICT .....	3
SUBSECTION 1.7. ESTIMATE OF DEVELOPMENT COSTS.....	4
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APPENDIX A: LEGAL DESCRIPTION OF PROPERTY	
APPENDIX B: MAP OF THE RENEWAL AREA/TIF DISTRICT	
APPENDIX C: ZONING MAP	
APPENDIX D: PHOTOS OF EXISTING CONDITIONS	
APPENDIX E: PLAN FOR REDEVELOPMENT	

## RENEWAL PLAN FOR TAX INCREMENT DISTRICT NO. 2021-04

### Subsection 1.1. Definitions

For the purposes of the Renewal Plan, the following terms shall have the meanings specified below, unless the context otherwise requires:

"City" means the City of Fargo, a municipal corporation under the laws of the State of North Dakota.

"City Commission" or "Commission" means the Fargo City Commission.

"Comprehensive Plan" means the City's Go2030 Comprehensive Plan, including the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City as and when such plan is adopted and finalized.

"County" means Cass County, North Dakota.

"Development" means the construction of new buildings, structures or improvements; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures or improvements; the acquisition of equipment; and the clearing and grading of land on industrial or commercial property in the Renewal Area.

"Renewal Area" means the property described in Subsection 1.4 of this Plan.

"Renewal Plan" or "Plan" means this Plan adopted by the Commission for the Renewal Area.

"State" means the State of North Dakota.

"Tax Increment Financing Act" or "TIF Act" means North Dakota Century Code, Section 40-58-20, as amended.

"Tax Increment Bonds" means any general obligation or revenue tax increment bonds or notes issued by the City to finance the public costs associated with the TIF District as stated in this Plan, or any obligations issued to refund the Tax Increment Bonds.

"Tax Increment Financing District" or "TIF District" means Tax Increment Financing District No. 2021-04.

"Urban Renewal Law" means North Dakota Century Code, Chapter 40-58.

### Subsection 1.2. Statutory Authority

The creation of the Renewal Area and the establishment of Tax Increment Financing District No. 2021-04 are authorized by the Urban Renewal Law. Specifically the creation of the Renewal Area is authorized under North Dakota Century Code, Sections 40-58-01.1(7) and (14), which provide that the local governing body may designate industrial or commercial property, a slum or

blighted area, or combination of these properties as appropriate for a development or renewal project.

The Urban Renewal Law provides that communities develop a "workable program" for the use of public and private resources to facilitate the development of industrial or commercial properties, eliminate and prevent the development or spread of slums and urban blight, encourage needed urban rehabilitation, provide for the redevelopment of slum and blighted areas, or undertake these activities or other feasible municipal activities as may be suitably employed to achieve the objectives of the workable program. North Dakota Century Code, Section 40-58-04.

### Subsection 1.3. Statement of Public Purpose

In adopting the Renewal Plan for TIF District No. 2021-04, the City Commission intends to make the following findings:

- (a) The Renewal Area includes a blighted area.

**Factual basis:** This Renewal Area is blighted due to the presence of remnants of a warehouse that was destroyed by fire, which substantially impairs the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.

- (b) The Renewal Area is the site of remains of a warehouse that was destroyed by fire. A portion of the building is still standing and foundations remain on the site.

**Factual basis:** The Renewal Area is considered blighted as described in (a) above. Blighted areas are eligible for renewal.

- (c) The Renewal Area is appropriate for a development or renewal project.

**Factual basis:** The Renewal Area was recently rezoned to allow for housing and other commercial land uses.

- (d) The site is vacant and existing housing will not be affected.

**Factual basis:** There was no housing on the site in the recent past. The redevelopment will include new housing units.

- (e) The Plan conforms to the Comprehensive Policy Plan for the City as a whole.

**Factual basis:** The proposed development is consistent with the goals that are embodied in the Go2030 Comprehensive Plan. Specifically, the Fargo Go2030 Comprehensive Plan supports infill and density within areas that are already developed, serviced with utilities and protected by a flood resiliency strategy. The promotion of infill development is the number two-ranked priority of Go2030. The proposed use of the property is consistent with zoning and may encourage additional redevelopment adjacent to the site. The proposed development will use existing infrastructure and other infrastructure can be added as needed.

#### Subsection 1.4. Description of Renewal Area

The Renewal Area is located two blocks west of the downtown. The site is approximately one and a half acres as legally described in Appendix A. A map of the Renewal Area is attached as Appendix B.

A zoning map of the Renewal Area is attached as Appendix C. Adjacent land uses are primarily commercial and industrial. There is some housing in the vicinity of the site.

The proposed project will be multi-family housing.

The redevelopment plan is attached as Appendix E.

#### Subsection 1.5. Land Acquisition, Development, Demolition and Removal of Structures, Redevelopment or Public Improvements

The Development of the Renewal Area includes the following activities:

Land Acquisition – The estimated cost is \$1,075,000.

Building Demolition and Hazardous Material Removal – This estimate is for environmental cleanup and demolition. The estimate is \$500,000.

Public Works Improvements – This is the cost for needed improvements for infrastructure to serve the site. This includes streets, streetlights, storm sewer and other public facilities. The estimate is \$950,000.

Administrative/TIF Fees – Other Tax Increment costs include the administrative costs. There are estimated to be \$50,000 in administrative costs for the City of Fargo.

These costs represent estimated costs for planning purposes, and may be different when this plan is implemented with a Development Agreement. The Development Agreement costs will be determined after a review by City financial advisers. The maximum allowed costs will be specified in the Development Agreement. Based on the proposed development, the present value of TIF revenue is ~\$1.3 million over 15 years.

#### Subsection 1.6. Land Use Attributes – TIF District

- (a) *Zoning or Planning Changes.*  
The Renewal area was recently rezoned. No additional zoning changes are required to accommodate this project.
- (b) *Maximum Densities.*  
The property within the TIF District will be developed in accordance with the applicable zoning district requirements.
- (c) *Building Requirements.*



All properties within this district are subject to the provisions of the City of Fargo Building Codes and the Land Development Code.

- (d) *Plan relationship to land use objectives (land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements.)*

The physical improvements outlined in the plan meet critical needs required for the redevelopment of this property. The project complies with the Downtown Mixed Use zoning district and the redevelopment goals of the Go2030 Comprehensive Plan. The development clears a vacant site and brings needed housing close to downtown Fargo.

#### Subsection 1.7. Estimate of Development Costs

The City anticipates development of the Renewal Area will involve certain public costs. Under North Dakota Century Code, Sections 40-58-20 and 40-58-20.1 allow the use of funds received from tax increments to be applied to certain specified costs. The City will provide for certain costs as listed below in a Development Agreement, and can use other funds to pay for city infrastructure. The primary costs involved in the development are land costs, demolition and site cleanup, public works improvements and administration.

Land Costs	\$1,075,000
Demolition and Site Cleanup	\$500,000
Public Works Improvements	\$950,000
Administration	\$50,000
<b>TOTAL</b>	<b>\$2,575,000</b>

The City and Developer may also obtain reimbursement of interest between the time project costs are incurred and the date the Tax Increment Revenue Note is issued, such interest being capitalized and added to the foregoing costs.

#### Subsection 1.8. Estimate of Bonded Indebtedness

The City intends to finance certain costs of the Development through the issuance of a Tax Increment Financing Note to the Developer. In addition, the City may use general obligation bonds, special assessment warrants or refunding improvement bonds pursuant to North Dakota Century Code, Section 40-58-20 (9), and the City may specially assess all or a portion of the costs of development and apply funds received from tax increments to payment of the special assessments and other bonds.

Subsection 1.9. Tax Increment Financing

The County Auditor is requested to compute, certify and remit tax increments resulting from the Development within the Renewal Area.

The original assessed value of the property within the Renewal Area, as last assessed and equalized before the base year of this Plan, is outlined on Attachment A.

Each year, the County Auditor will compute the amount of tax increment generated within the Renewal Area in accordance with the TIF Act. Any year in which there is an "incremental value" as provided in the TIF Act, an increment will be payable to the City and deposited in the fund created by the County Auditor for that purpose. Any year in which there is "lost value" pursuant to the TIF Act, no increment will be payable to the City.

Subsection 1.10. Estimate of Tax Increment

It is anticipated the Development will result in an increase in true and full value of the Renewal Area redevelopment site to \$12.5 million. The value of the Development site within the TIF District is \$319,000. The increase in value will be approximately \$12.2 million. Under the mill rate in effect as of the date of this Plan, the Renewal Area will generate tax increment each year in the estimated amount of \$170,000.

Subsection 1.11. Duration of the TIF District

The City anticipates that the TIF District will continue until all development costs are reimbursed through the receipts of tax increment, or after a maximum of fifteen years after completion of the project. The first tax increment payment will be received in 2024.

**APPENDIX A**  
**LEGAL DESCRIPTION OF PROPERTY**

## General Information

Segment Id: 1  
 Owner 1: REINHART, GARY J  
 Owner 2:  
 Property Address: 1418 1 AVE N  
 Mailing Address: 1420 1 AVE N FARGO, ND 58102-1609  
 Addition Name: Reeves  
 Block: 22  
 Lot: 1 THRU 6 & 24 THRU 34 INCL, EXC THAT PT OF SD LT 24 LYING ELY OF A LN DRAWN CONCENTRIC WITH & DIST 9 FT WLY, AS MEAS RADIALLY FROM BNSF RAILWAY CO (FORMERLY NP RAILWAY CO) SPUR TRACK CENTERLINE, AS NOW LOC & CONST UPON, OVER & ACROSS SD BLK 22 & ALL VAC ALLEY LYING ADJ TO LTS 1-6 & 1/2 OF VAC ALLEY LYING ADJ TO LTS 24-28

### Additional Description:

ANT PARCEL #1044 \*11/18/99 SPL/FR 2340-33370 & 2340-33610 \*03/14/01 LEGAL DESC CORR

### Estimated Flood Stage Levels For River Flooding:

If your property is outside the city limits or your property and structure are not affected by a 25 to 44 foot flood stage data will be not available (N/A).

Property may be affected by an approximate flood stage of 40 or higher.

Structure may be affected by an approximate flood stage of 40 or higher.

Please note that this approximation does not take into account any local issues such as ice and debris jams or localized flooding from intense rainfall events.

## District Information

Cass School District: 1  
 Elem. School District: Roosevelt

## Property Valuation

	Land	Improvements	Total
Current Appraised Value:	\$285,000.00	\$0.00	\$285,000.00

## Building Information

Year Built:	1939	No. of Apartment Units:	
Total Building SqFt:	19200	Residential Story Height:	()

## Lot Size

Front Width:	265.00	Land Use:	C (Commercial)
Back Width:	132.50	Property Type:	89 (Warehouse & Office)
Depth Side 1:	278.30		

DISCLAIMER: The City of Fargo provides property information to the public "as is" without warranty of any kind, expressed or implied. Assessed values are subject to change by the City of Fargo. In no event will the City of Fargo be liable to anyone for damages arising from the use of the property data. You assume responsibility for the selection of data to achieve your intended results, and for the installation and use of the results obtained from the property data.

Assessment records are for the sole purpose of identifying the land being taxed. In some cases to attain efficiency, Assessment Department legal descriptions may be shortened yet will retain sufficient information to identify the land. Since tax statements and records are not deeds and may contain abbreviated descriptions, they should not be used as a basis for a survey or a legal document and should not be used by surveyors or others as the primary source of a property description.

## General Information

Segment Id: 1  
Owner 1: REINHART, GARY J  
Owner 2:  
Property Address: 19 14 1/2 ST N  
Mailing Address: 1420 1 AVE N FARGO, ND 58102  
Addition Name: Reeves  
Block: 22  
Lot: 22 & 23

### Additional Description:

\*10/21/93 SPL/FR 9200-20500

### Estimated Flood Stage Levels For River Flooding:

If your property is outside the city limits or your property and structure are not affected by a 25 to 44 foot flood stage data will be not available (N/A).

Property may be affected by an approximate flood stage of 41 or higher.

Structure may be affected by an approximate flood stage of N/A or higher.

Please note that this approximation does not take into account any local issues such as ice and debris jams or localized flooding from intense rainfall events.

## District Information

Cass School District: 1  
Elem. School District: Roosevelt

## Property Valuation

	Land	Improvements	Total
Current Appraised Value:	\$34,000.00	\$0.00	\$34,000.00

## Building Information

Year Built: 0	No. of Apartment Units:
Total Building SqFt: N/A	Residential Story Height: ()

## Lot Size

Front Width: 50.60	Land Use: C (Commercial)
Back Width: 50.60	Property Type: 92 (Vacant Land)
Depth Side 1: 132.50	
Depth Side 2: 132.50	Square Footage: 6705.00

DISCLAIMER: The City of Fargo provides property information to the public "as is" without warranty of any kind, expressed or implied. Assessed values are subject to change by the City of Fargo. In no event will the City of Fargo be liable to anyone for damages arising from the use of the property data. You assume responsibility for the selection of data to achieve your intended results, and for the installation and use of the results obtained from the property data.

Assessment records are for the sole purpose of identifying the land being taxed. In some cases to attain efficiency, Assessment Department legal descriptions may be shortened yet will retain sufficient information to identify the land. Since tax statements and records are not deeds and may contain abbreviated descriptions, they should not be used as a basis for a survey or a legal document and should not be used by surveyors or others as the primary source of a property description.

**APPENDIX B**

**MAP OF THE RENEWAL AREA/TIF DISTRICT**



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

J- Street

1:1,128

10/25/2021 11:36 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

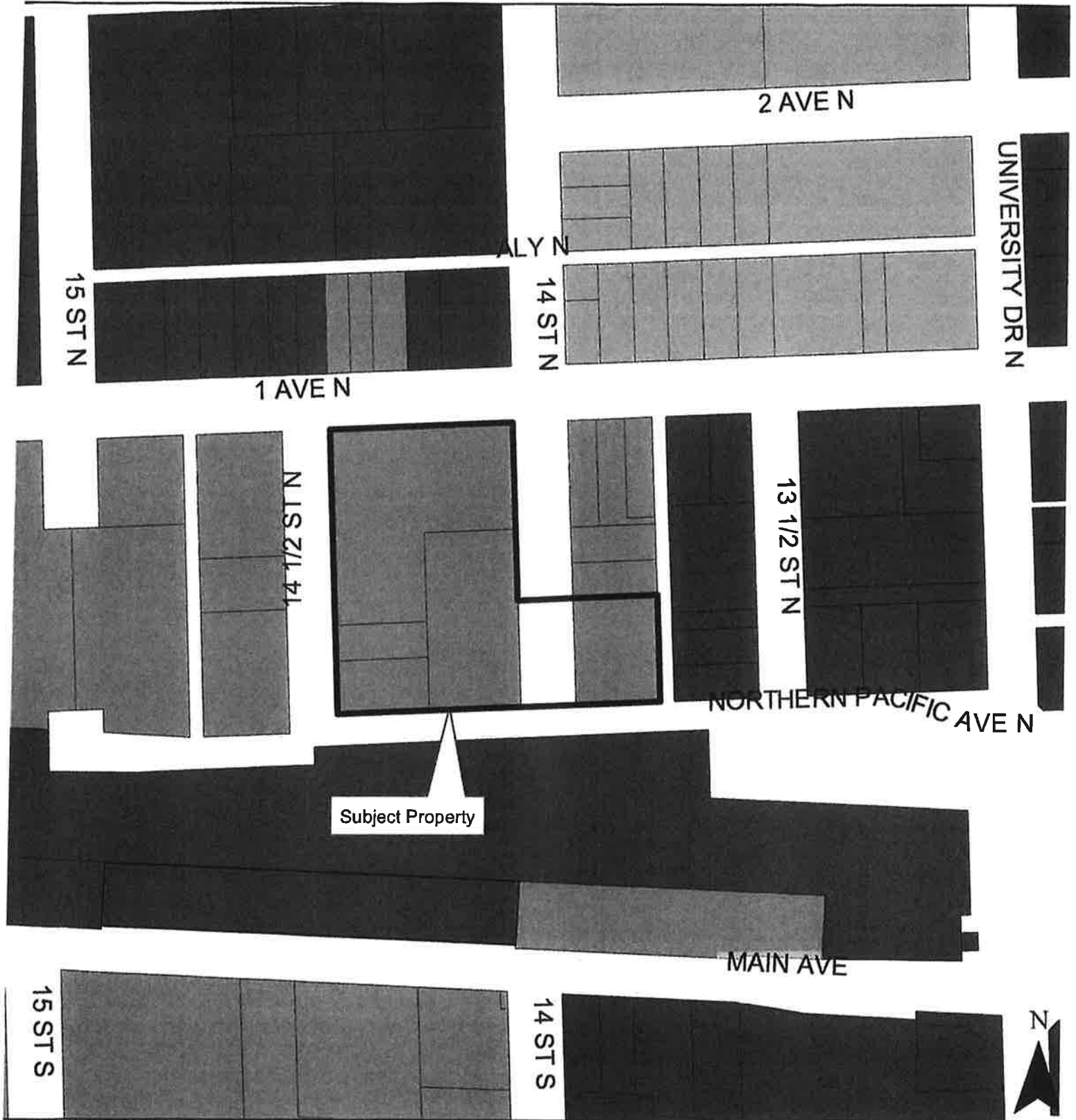
THE CITY OF  
**Fargo**  
FAR MORE

**APPENDIX C**  
**ZONING MAP**

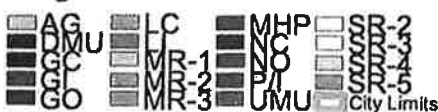


4 & 5 14th Street N; 9 & 19 14 1/2 Street N;  
1418 1st Avenue N

## Reeves Addition



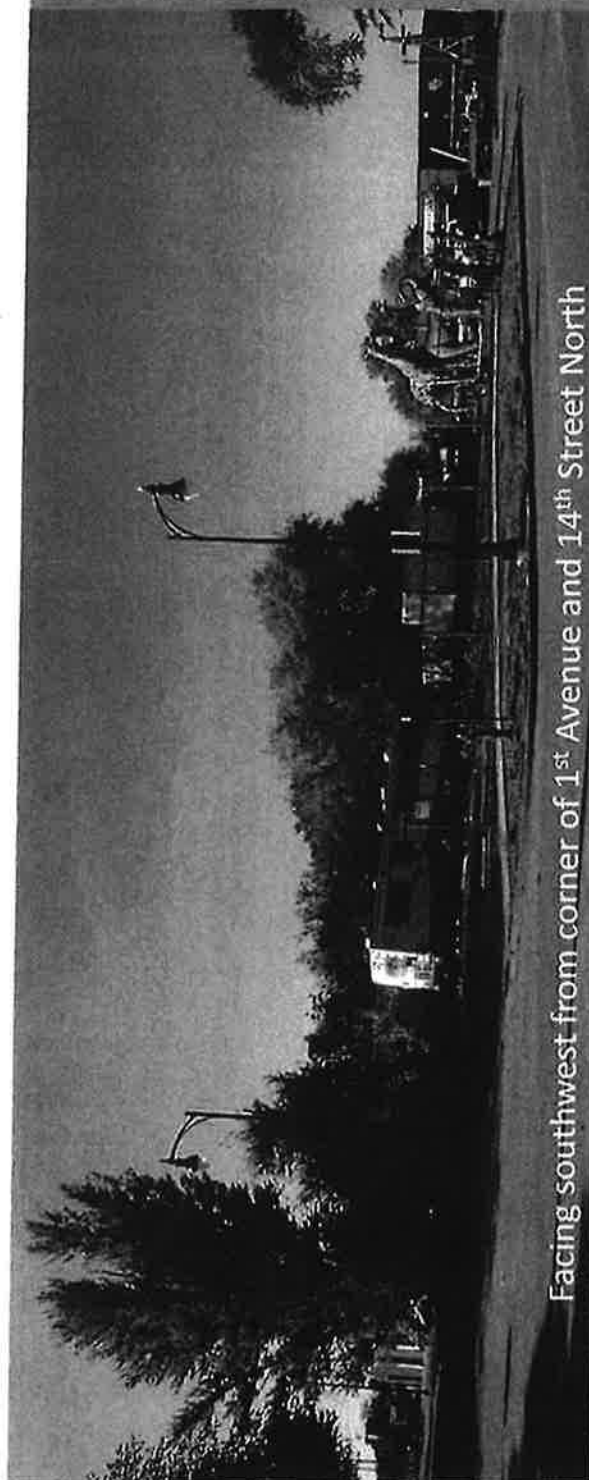
### Legend



200

Feet

**APPENDIX D**  
**PHOTOS OF EXISTING CONDITIONS**



Facing southwest from corner of 1<sup>st</sup> Avenue and 14<sup>th</sup> Street North

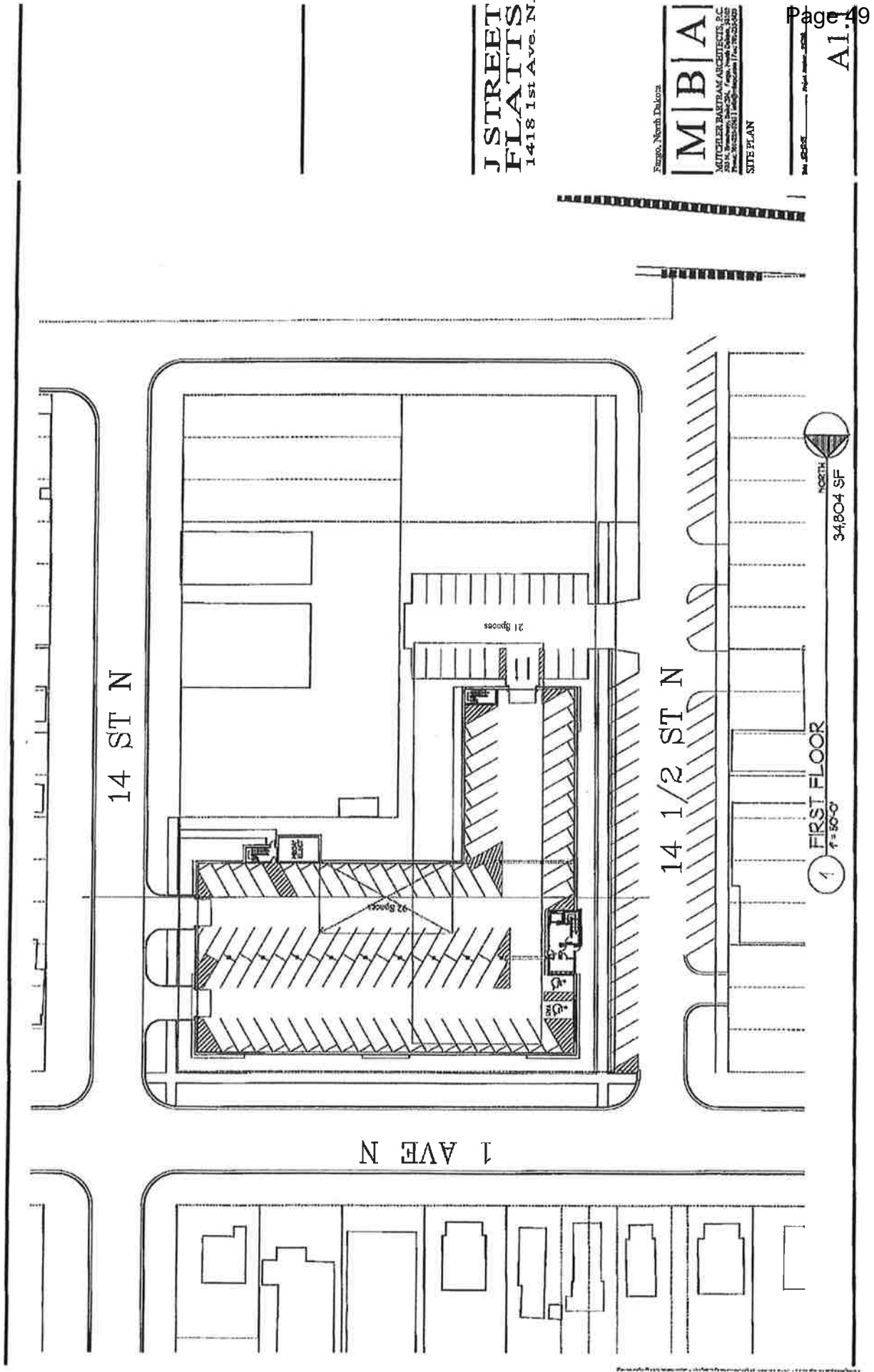


Facing east along 1<sup>st</sup> Avenue North



Facing south along 14 1/2 Street North from 1<sup>st</sup> Avenue North

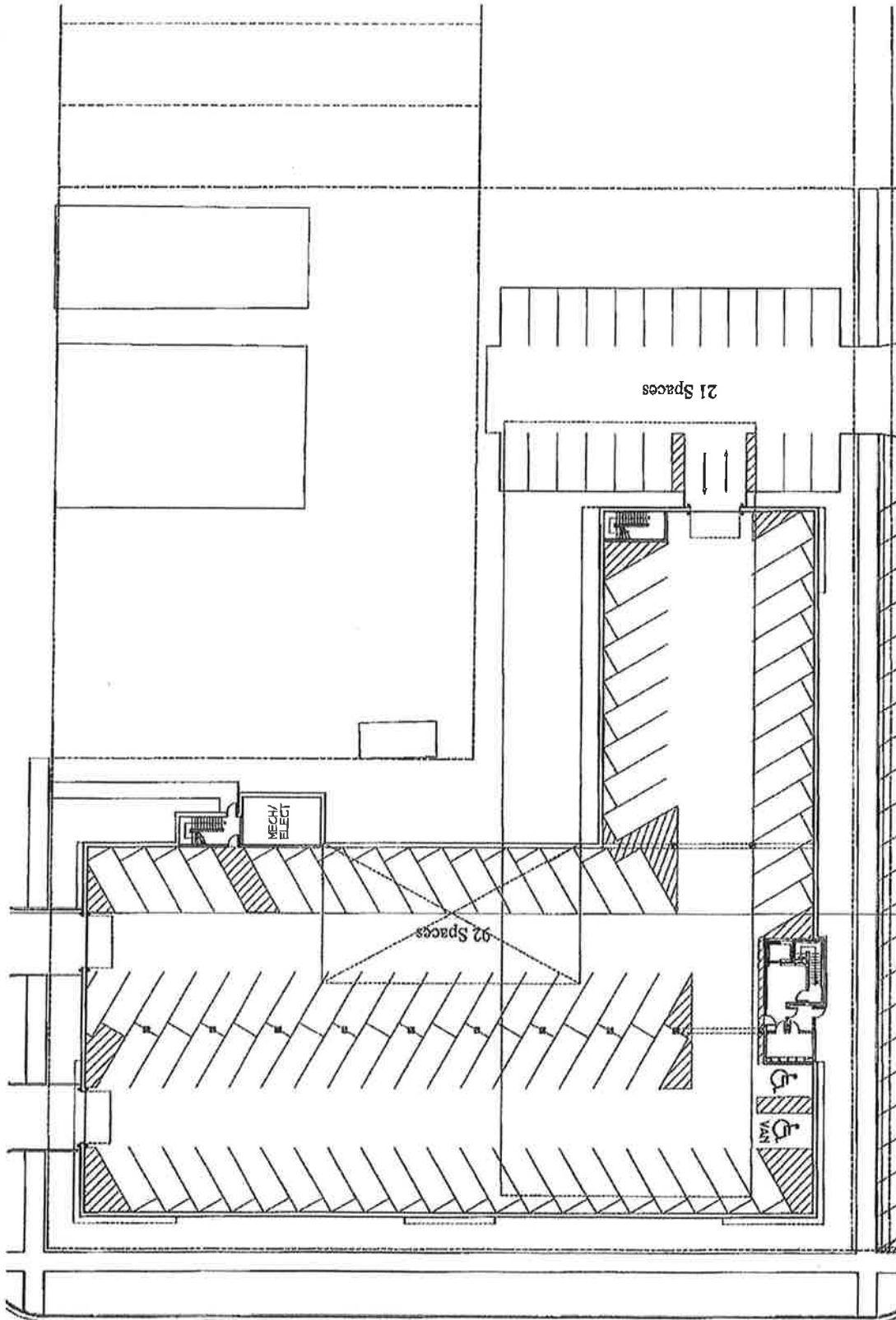
**APPENDIX E**  
**PLAN FOR REDEVELOPMENT**



J STREET  
FLATTS  
1418 1st Ave. N.

Fargo, North Dakota  
**M|B|A**  
MITCHELL BASTIEN ARCHITECTS, P.C.  
200 N. Broadway, Suite 204, Fargo, North Dakota 58102  
Phone: 701.785.5555 | Fax: 701.785.5555  
SITE PLAN

Page 49  
A1.1



J STREET  
FLATS  
1418 1st Ave. N.

Fargo, North Dakota

M | B | A

MITCHELL BARTRAM ARCHITECTS, P.C.  
1418 1st Ave. N., Suite 200  
Fargo, ND 58103-1418  
Phone: 701.785.5555  
Fax: 701.785.5556

FIRST FLOOR PLAN

A3.50

J STREET  
FLATS  
1418 1ST AVE. N.

FARGO, NORTH DAKOTA

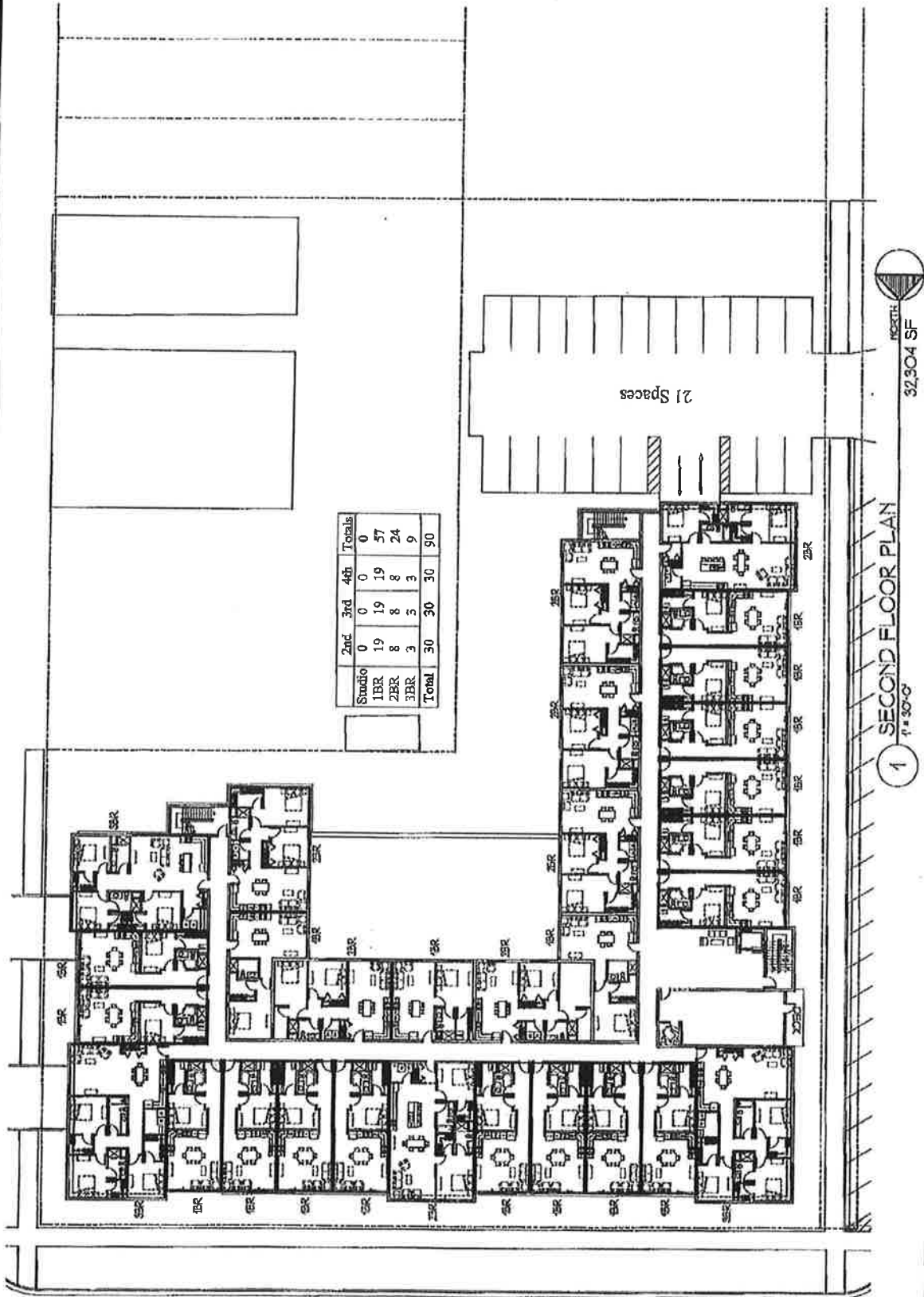
MBA

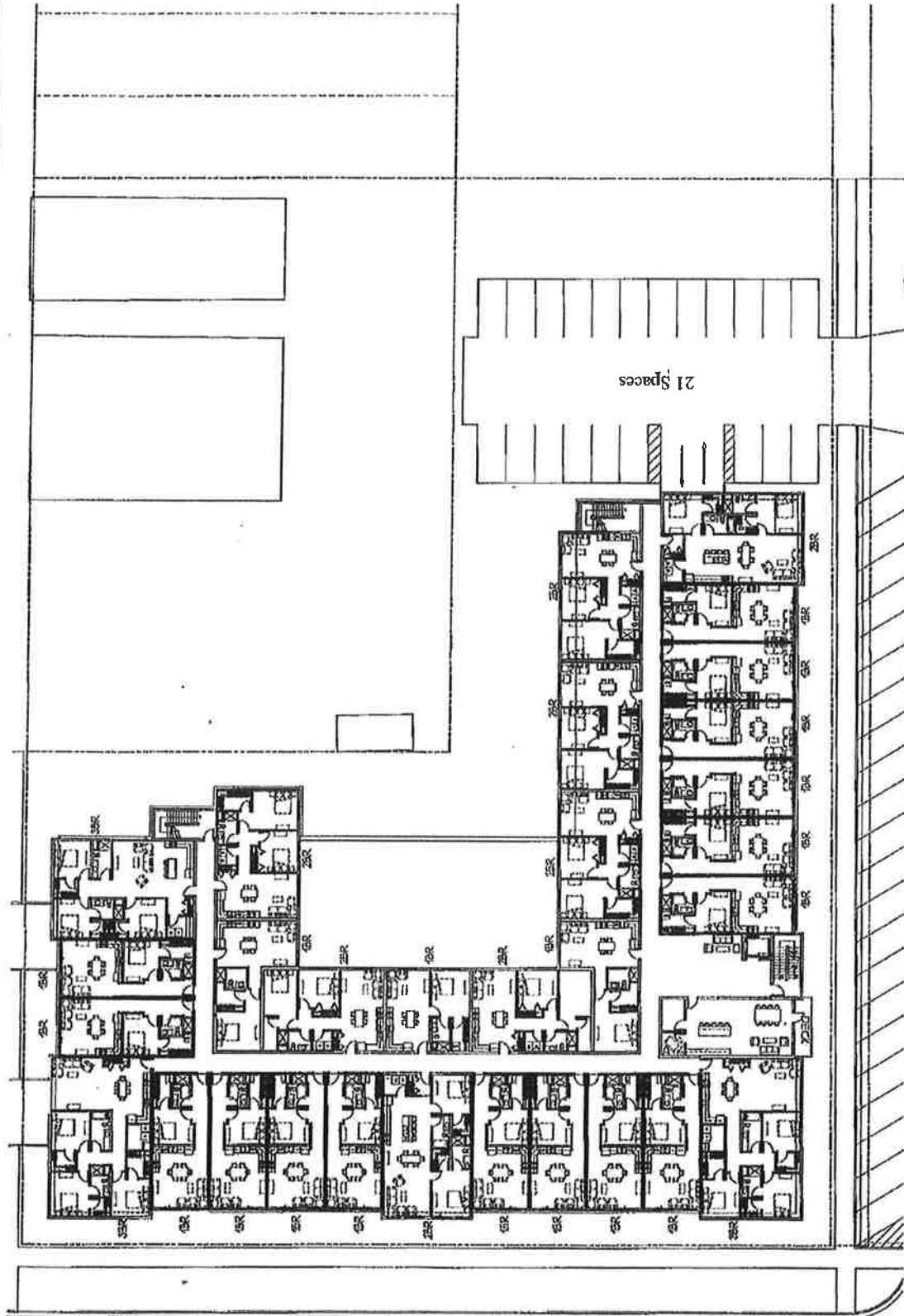
MOTCHLER BARTHA ARCHITECTS, P.C.  
307 N. 1ST AVE., SUITE 200, FARGO, ND 58102  
701.785.1100 FAX 701.785.1105

SECOND FLOOR PLAN

34. 2013.14. Project Number: 2013.01

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J STREET  
FLATS  
1418 1ST AVE. N.

FARGO, NORTH DAKOTA

M|B|A

MUTCHLER BAKTRAM ARCHITECTS, P.C.  
300 N. Broadway, Suite 200, Fargo, ND 58102  
Phone: 701.233.5541 Fax: 701.233.5542  
THIRD FLOOR PLAN



32,304 SF

1 THIRD FLOOR PLAN  
1-30-C



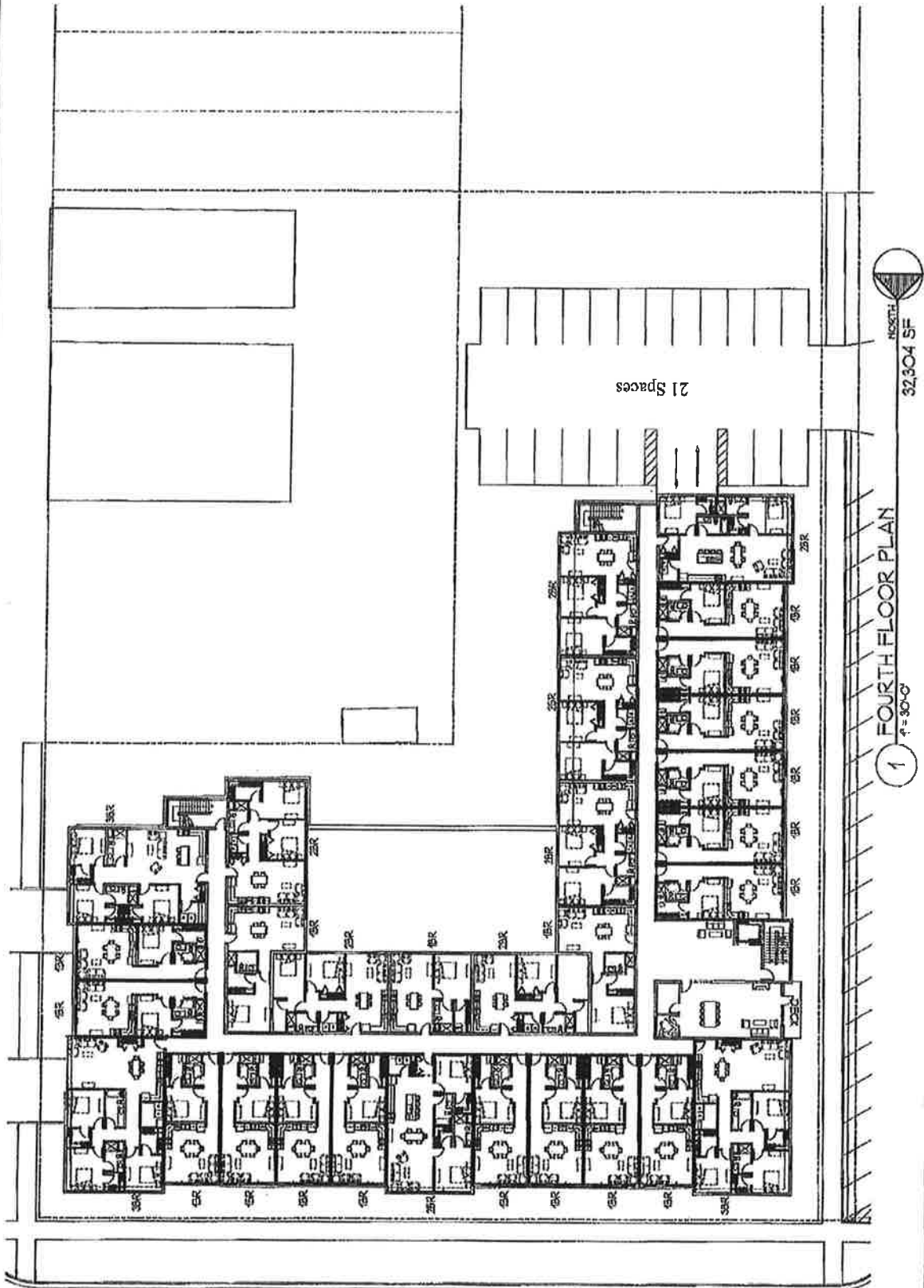
J STREET  
FLATTS  
1418 1ST AVE. N.

FARGO, NORTH DAKOTA

M|B|A

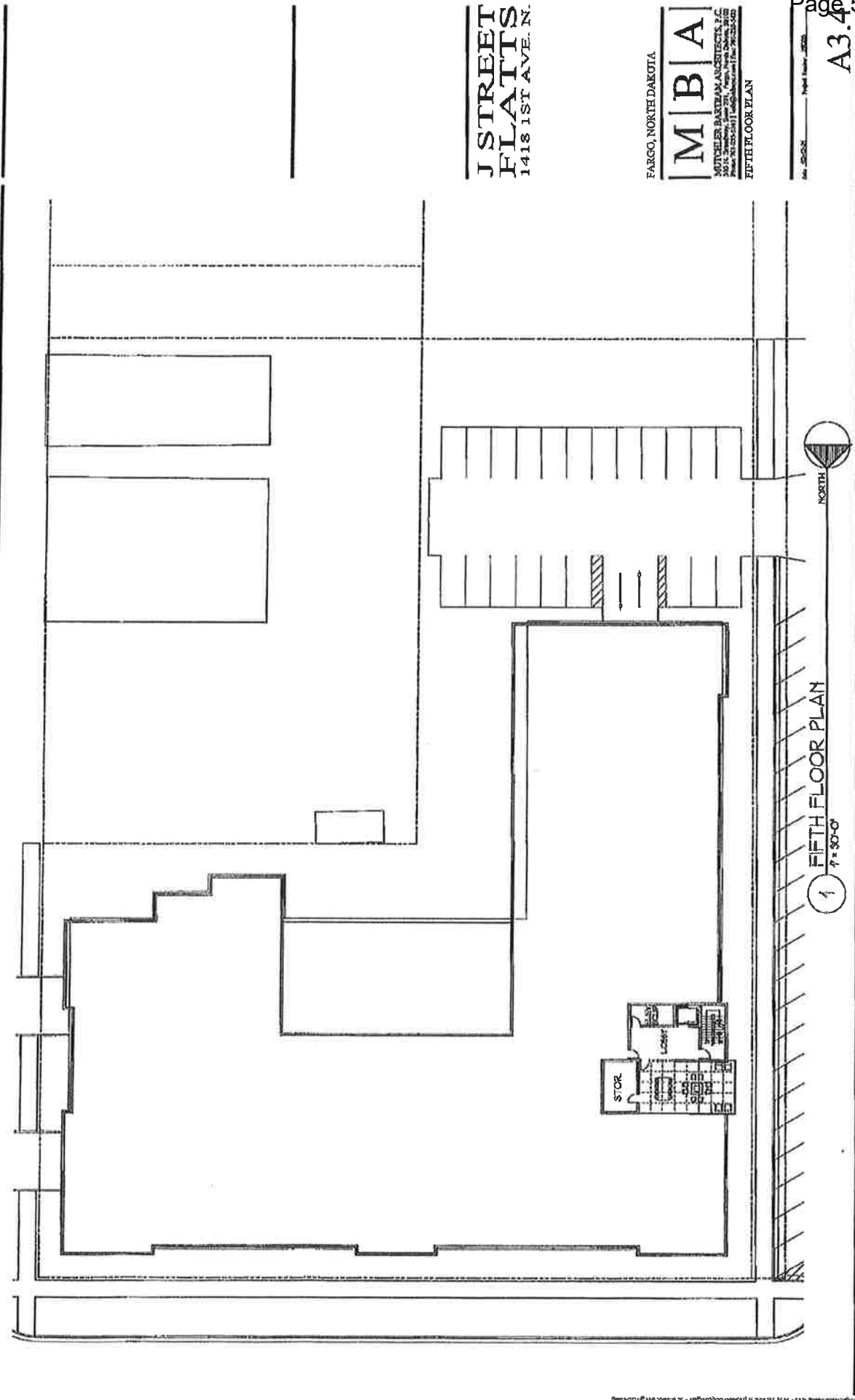
NOTES: 1. ALL ROOMS ARE TO BE FINISHED TO THE FINISHES SHOWN ON THE FLOOR PLANS.  
2. ALL ROOMS ARE TO BE FINISHED TO THE FINISHES SHOWN ON THE FLOOR PLANS.  
3. ALL ROOMS ARE TO BE FINISHED TO THE FINISHES SHOWN ON THE FLOOR PLANS.

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A3



NORTH  
32304 SF

1 FOURTH FLOOR PLAN  
1" = 30'-0"



J STREET  
FLATTS  
1418 1ST AVE. N.

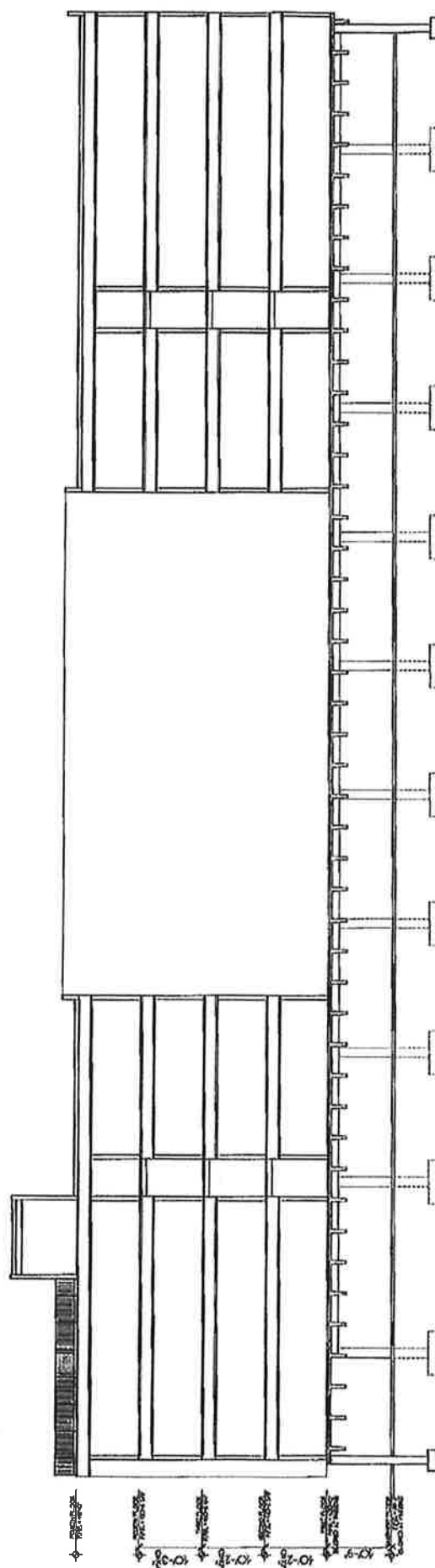
FARGO, NORTH DAKOTA

M B A

MUTCHER BARTMAN ARCHITECTS, P.C.  
1015 12TH AVE. S.W.  
FARGO, ND 58103-1015  
Phone: 701.233.5511 Fax: 701.233.5505

FIFTH FLOOR PLAN

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A3.4



1 BUILDING SECTION  
1/15/54

# City of Fargo, North Dakota

Tax Increment Financing Program

“But-For” Report

J St Lofts

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February 14, 2022



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2. Project	2
3. Assistance Request	3
4. Project Financing	5
5. Return Analysis	6
6. Conclusion	8

## Purpose

The purpose of this report is to establish and determine the allowable value of the tax increment financing (TIF) for 1418 1<sup>st</sup> Ave. N., a development by J-Street Properties, LLC (the "Developer").

PFM first reviewed the application to ensure that appropriate assumptions regarding property value, rent, condo sales, vacancy, expenses, and debt were used by the Developer. Based on those assumptions, PFM projected a 10-year cash flow, calculating an internal rate of return ("IRR"). We also made sure the Developer followed the City of Fargo's (the "City") Tax Increment Financing Policy (the "Policy") including the allowable costs and the Developer's calculations for determining the amount of allowable subsidy financing. The following report details PFM's analysis and conclusions concerning the viability of the proposed project without the subsidy.



## Project

The project being proposed by the Developer includes the development of a 90-unit rental apartment building located at 1418 1<sup>st</sup> Ave. N.

The Developer estimates the construction will be completed in the Summer of 2023 with occupancy immediately following. The Developer has requested TIF assistance in the amount of \$1,250,000 to complete the project.



## Assistance Request

The Developer is requesting assistance in the form of tax increment financing under the City's Tax Increment Financing Policy. The Policy provides public assistance to a development through tax increment financing for private development. According to the Policy, the maximum TIF assistance is 15 years, and the Developer is asking for a 10-year exemption.

### Eligible TIF Expenditures

Property Acquisition Costs	\$ 790,000
Building Demolition/Disposal	250,000
Tree Trimming/Removal	10,000
Clearing/Grading	40,000
Soil Borings	9,500
Remove Poor Soils & Replace w/ Suitable Soils	100,000
Disconnect Utilities	20,000
Site Survey	4,000
Remove Existing Concrete Sidewalks	10,000
Provide New Curb & Gutter	25,000
New Sidewalk	30,000
Landscaping in ROW	20,000
New Sewer, Water, Storm Stubs in ROW	25,000
Street Patching	10,000
Storm Detention Pond	50,000
Signage/Barricades	5,000
City Administrative Fee	69,925
<b>Total Eligible TIF Expenditures</b>	<b>\$1,468,425</b>

The Policy limits the TIF assistance to 15% of hard construction costs, including the costs of acquisition. Based on total hard construction costs of \$11,850,000 the Developer can receive up to \$1,777,500. The Developer is requesting \$1,468,425 which is below the maximum allowed.

### Land Cost

The Developer states the purchase price to acquire the property for the project is \$1,075,000. Land acquisition is reimbursable under the Policy. The Developer is requesting to be reimbursed \$790,000 for the land acquisition which complies with the Policy.





The Policy states that the maximum eligible land costs to be recouped by the Developer should be limited to the lesser of:

- 1.) **The total acquisition cost for the property, provided that the acquisition cost is no more than 150% of the assessor's market value of the property.** The Developer's cost to acquire the property is \$1,075,000. The assessor's market value for the property totals \$319,000. The eligible amount for reimbursement is 150% of \$319,000 which totals \$478,500. The Developer's reimbursement request of \$790,000 is not within the allowable reimbursable amount under this policy.
- 2.) **The difference between what was paid by the Developer for the property less the assessor's market value for the land (as opposed to land and buildings).** The current assessor's land value is \$319,000. Based on an acquisition price of \$1,075,000 the maximum reimbursement is \$756,000.

The lesser of the two tests detailed above is \$478,500. The requested reimbursement amount for land acquisition of \$790,000 is not allowable under the Policy.

#### **Term**

The Policy states the length of the term will be limited to 15 years or less. The Developer is requesting a 10-year term.

#### **TIF Estimate**

PFM estimates that \$1,456,858 of TIF will be generated over the 10 years assuming a 1.50% market growth rate. Based on a discount rate of 3.25%, the present value of the estimated TIF cash flow is \$1,250,000 through 10 years. However, the present value of the TIF cash flows is estimated to reach the requested amount in year 9 so the TIF would end early.



## Project Financing

The Developer is investing 20% equity, or \$2,950,000, and will be privately financing \$11,800,000. The Developer is additionally requesting annual TIF assistance in the total amount of \$1,250,000. The private financing is estimated to be a 25-year loan with an estimated interest rate of 3.25% resulting in an annual principal and interest payment of \$696,664. The application states the project will be completed by the Summer of 2023.



## Return Analysis

In calculating the internal rate of return, PFM first analyzed the Developer's assumptions including expected monthly rent, vacancy rate, and operating expenses. The Developer is proposing rents of \$925 for a one-bedroom unit type A, \$975 for a one-bedroom unit type B, \$1,200 for a two-bedroom unit and \$1,400 for a three-bedroom unit. The Developer has proposed a reasonable amount for rent for the current market and location. Annual estimates of operating expenses for the 90-unit rental development were provided, as follows; Maintenance Costs - \$48,160, Utilities - \$117,450, Miscellaneous fees - \$2,700, Real Estate Taxes - \$173,933 (without TIF), Insurance Costs - \$22,125, and Administration Costs - \$94,325. The total expenses are approximately 42% of gross operating income.

The second step in determining the internal rate of return is to determine the earned incremental value of the property over a 10-year period. That value, along with the net operating income cash flows, was used to calculate the internal rate of return. PFM determined that without TIF assistance the Developer would have about a 5.58% internal rate of return based on a 10-year internal rate of return. The Developer would have about a 9.04% internal rate for 10 years if it received the public assistance. A reasonable rate of return for the proposed project is 10% - 15%.

Another measure of feasibility and project viability is the debt coverage ratio. PFM has projected a maximum debt coverage ratio in Year 10 of 1.04x without assistance, with a Year 6 coverage of 0.98x. If the City provided assistance to the project the maximum debt coverage is projected to be 1.28x in Year 8, with a Year 6 coverage of 1.24x.

Using PFM's "without assistance" cash flow as the base scenario, PFM ran sensitivity analyses in order to determine if the project would be likely to occur without public assistance. For the first sensitivity analysis, PFM analyzed how much project funds would have to decrease in order to produce a reasonable internal rate of return. We also looked at how much the rental rates would have to fluctuate in order to achieve a reasonable internal rate of return. Lastly, we looked at a combination of the two scenarios. For the sensitivity analyses, we assumed a reasonable internal rate of return of 10.00%.

### Sensitivity Scenario 1 – Project Costs

The project would have to be reduced by \$1,474,000 or 10.0% in order for the project to become viable without assistance. This reduces the amount to be financed from \$11,800,000 to \$10,620,800 and reduces the annual payment from \$696,644 to \$627,045 for the loan. It is unlikely that a reduction in project costs of this magnitude would occur at this stage in the development, but could still occur.

### Sensitivity Scenario 2 – Rental Rates

In order for the project to be viable without public assistance, the rental rates would have to increase by 15.1%. PFM believes this is a high increase to the Developer's proposed rents. This increases annual rental revenue from \$871,965 to \$1,003,142. PFM believes the proposed rents are reasonable rental rates and does not believe an increase this large would occur.

### Sensitivity Scenario 3 – Combination of Project Costs and Rental Rates

The final scenario looks at both a reduction of project costs and an increase in rental rates. The analysis showed that project costs would have to be reduced by \$890,000 or 6.0% and rental rates would have to increase by about 6.0%. Either of these events could occur but may be unlikely to occur together.

The above scenarios show the circumstances in which the project would become viable without public assistance. PFM has determined that the project is unlikely to occur "but-for" the public assistance.



## Conclusion

The Developer will bear all the risk involved with the project. The Developer is dependent on a number of factors before and after the project is completed, including project costs, occupancy of the buildings, the rental market, and monthly expenses. The base scenario without assistance along with the sensitivity analyses demonstrates that the project would be unlikely to be feasible without assistance.

PFM has calculated that with public assistance, and based on the assumptions outlined in this report, a 10-year internal rate of return is estimated to be 9.04%. In addition, the coverage ratio in Year 8 is estimated to be 1.28x. The estimated internal rate of return is appropriate given the risk level for this type of project. Based on the information provided to PFM, the calculated internal rate of return and the coverage requirements, PFM concludes the project would not be feasible without public assistance.



FIRST AMENDMENT TO  
DEVELOPER AGREEMENT  
BETWEEN  
CITY OF FARGO  
AND  
J STREET PROPERTIES, LLC

THIS FIRST AMENDMENT TO DEVELOPER AGREEMENT ("Amendment") is dated as of \_\_\_\_\_, 2022; by and between the City of Fargo, a North Dakota municipal corporation, and J-Street Properties, LLC, a North Dakota limited liability company ("Developer").

WHEREAS, the City and Developer have entered into a Developer Agreement (referred to as the "Agreement") with an Effective Date of \_\_\_\_\_, 2022, pertaining to the development of certain property located generally at 1418 1<sup>st</sup> Ave., N., Fargo, ND 58102 the legal description for which is set forth in the Agreement; and,

**WHEREAS**, the Agreement sets forth certain improvements to be constructed and installed by the Developer; and,

**WHEREAS**, the Agreement contains certain provisions by which the City is expected to issue to the Developer a certain Tax Increment Note by which the Developer is, by the terms thereof, to receive periodic payments from the City consisting of, among other things such as accrued interest, the Available Tax Increments received by the City during a stated period of time, said "Available Tax Increments" being defined as provided in the Agreement; and,

**WHEREAS**, it is the desire of the parties that certain public improvements to a portion of NP Avenue lying generally south of the Development Project be undertaken by the City and for the Developer to reimburse the City for all of the City's costs and expenses in making said certain public improvements; and, therefore, the parties wish to amend the Agreement, accordingly;

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment to Developer Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and Developer covenant and agree as follows:

I. **The Agreement is hereby amended as follows:**

a. **The defined term "Available Tax Increments" shall be as follows:**

"Available Tax Increments" means the Developer Tax Increments (a) minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby; and, (b) minus the City's Annual NP Avenue Project Payments for Tax Years three, four, five and six.

b. To the extent that certain public improvements to a portion of NP Avenue lying generally south of the Development Project being contemplated by the parties is undertaken, constructed and installed by the City, then the total costs borne by the City (roughly estimated currently at \$275,000), to be referred to in this Agreement to be the "Total NP Avenue Improvements Project Cost", shall be repaid to, and recouped by, the City along with interest thereon at a rate of Three and One-half Percent (3-1/2%) per annum, simple interest, from the Tax Increment in four payments as follows: Commencing with the third Tax Year, the City shall be entitled to retain twenty-five percent (25%) of the principle of the Total NP Avenue Improvements Project Cost plus interest thereon at said 3-1/2% rate, with the City retaining an additional 25% from the Tax Increment generated in each of the following three Tax Years thereafter, plus accrued interest, with any remaining amount of principal and interest becoming due and payable from the Tax Increment for the sixth Tax Year and, therefore, as a result, the Available Tax Increments shall not be reduced by any principle or interest of the NP Avenue Improvements Project Cost in the first or second Tax Year, and that once the City has been paid in full as to the NP Avenue Improvements Project Costs, all otherwise Available Tax Increments shall be provided in full to the Developer. The said annual principal payment with said accrued interest for Tax Years three, four, five and six, shall be referred to as the "City's Annual NP Avenue Project Payments". It is further agreed and understood that City's right to recoupment and repayment of the NP Avenue Improvements Project Cost is solely limited to the right to retain Tax Increments as described in this Agreement and that said recoupment rights are not an debt or obligation of the Developer itself.

c. The Tax Increment Note to be issued in accordance with the Agreement shall be issued subject to this Amendment regardless of whether the terms hereof, including the revised definition hereof, is contained within the terms of said Note.

II. **In all other respects the Development Agreement shall remain in full force and effect.**

III. **Effective Date. This Amendment to Development Agreement shall be effective as of \_\_\_\_\_, 2022.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

CITY OF FARGO, NORTH DAKOTA

(SEAL)

By \_\_\_\_\_  
Dr. Tim Mahoney, its Mayor

ATTEST:

By \_\_\_\_\_  
Steven Sprague, City Auditor

Execution Page to Developer Agreement between the above-named Party and J-Street Properties, LLC

J-Street Properties, LLC

By \_\_\_\_\_,  
Kevin J. Bartram, President



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DEVELOPER AGREEMENT

By and Between

CITY OF FARGO, NORTH DAKOTA

a North Dakota Municipal Corporation

and

J-Street Properties, LLC

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## DEVELOPER AGREEMENT

THIS AGREEMENT is dated as of \_\_\_\_\_, 2022; is by and between the City of Fargo, a North Dakota municipal corporation, and J-Street Properties, LLC, a North Dakota limited liability company; and provides as follows:

### ARTICLE I

#### Definitions

Section 1.1. **Definitions.** As used in this Agreement, the following terms have the following respective meanings:

"Agreement" means this Developer Agreement, as the same may be amended.

"Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

"Certificate of Completion" means a certification in the form of the certificate attached hereto as Exhibit F and hereby made a part of this Agreement, provided to the Developer pursuant to Section 4.4 of this Agreement.

"City" means the City of Fargo, North Dakota.

"Closing Date" means the date Developer closes with its institutional lender on its financing of the Minimum Improvements.

"Condemnation Award" means the amount remaining from an award to the Developer for the acquisition of title to and possession of the Development Property, or any material part thereof, after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such award.

"County" means the County of Cass, North Dakota.

"Capitalized Interest" means the portion of the principal amount of the Tax Increment Note that represents the sum of the products of the various eligible expenses initially borne by Developer and the City that will be reimbursed by the Tax Increment Note multiplied by an interest rate of Three and One-half Percent (3.5%) per annum, simple interest, multiplied by the number of years, or fraction thereof, between the date such expense was incurred to the date of the Tax Increment Note.

"Developer" means J-Street Properties, LLC, a North Dakota limited liability company, or permitted successors or assigns.

"Developer Tax Increments" means the portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes.

"Developer's Taxes" means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the fifteenth (15<sup>th</sup>) Tax Year and earlier Tax Years. Taxes for the sixteenth (16<sup>th</sup>) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes.

"Development Costs" means those costs incurred and to be incurred by or on behalf of the Developer in acquiring the Development Property, in completing the Improvements and in financing those undertakings (including all interest charges on borrowed funds).

"Development Plan" means the Developer's development plan for the Development Property approved by the City on March 7, 2022, including all exhibits thereto, as the same may be amended from time to time.

"Development Property" means the real property described in Exhibit A to this Agreement.

"Effective Date" means the date this Agreement is actually executed and delivered.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sec. 96.01 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. sec. 69.01 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. sec. 1802 et seq., the Toxic Substances Control Act, 15 U.S.C. sec. 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. sec. 1251 et seq., the Clean Water Act, 33 U.S.C. sec. 1321 et seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment, all as may be from time to time amended.

"Event of Default" means an event of default defined in Section 9.1 of this Agreement.

"Hazardous Substances" means asbestos, ureaformaldehyde, polychlorinated biphenyls ("PCBs"), nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

"Improvements" means the improvements constructed or to be constructed by the Developer on the Development Property, including all related landscaping, lighting, parking, and other site improvements. The Improvements may exceed, but shall not be less than, the Minimum Improvements, as provided in Section 4.1

"Maturity Date" means the date that is three (3) years from the Payment Date for the fifteenth Tax Year following the date of the issuance of the Tax Increment Note.

"Minimum Improvements" means the improvements contemplated by and in accordance with this Agreement and generally described in Section 4.1.

"Mortgage" means any mortgage or security agreement in which the Developer has granted a Mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, and which is a permitted encumbrance pursuant to the provisions of Article VII; the term "Mortgage" shall specifically include, but shall not be limited to, leases or sale-leaseback arrangements which provide financing for the acquisition of the Development Property, or the construction of the Minimum Improvements.

"Net Proceeds" means any proceeds paid by an insurer to the Developer or City under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

"Party" means either the Developer or City.

"Parties" means the Developer and City.

"Project" means the project of improvements in and adjacent to the TIF District contemplated in the Development Plan.

"Specified Event of Default" means an Event of Default for which the City may withhold payment on the Tax Increment Note. Such Event of Default consists of a default of the Developer after the issuance of the Tax Increment Note in the Developer's ongoing covenants set forth in Sections 3.6, 8.1, and 8.2.

"Tax Increment Note" means the City's Tax Increment Revenue Note in the initial principal amount of \$1,300,000.00 or in a lesser initial principal amount that represents reimbursement of eligible costs paid by the Developer as described in this agreement, plus Capitalized Interest at 3.5% per annum, the form of which is attached as Exhibit C to this Agreement, issued when conditions set forth in Section 3.3 are met.

"Tax Increments" means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law.

"Tax Year" is one of a maximum of fifteen (15) successive calendar years, with the first year being the year that, pursuant to this Agreement, the Tax Increment Note is issued and with the subsequent years being the fourteen (14) subsequent calendar years. The fifteenth (15<sup>th</sup>) Tax Year, therefore, is the fourteenth (14<sup>th</sup>) calendar year following the first said year.

"Urban Renewal Law" means the North Dakota Urban Renewal Law, that is, North Dakota Century Code, Chapter 40-58, as the same may be amended.

"TIF District" means the area identified as the "District", under the City's Development Plan approved by the Board of City Commissioners of the City of Fargo on March 7, 2022, as the same may be amended.

"Unavoidable Delays" means any delay outside the control of the Party claiming its occurrence which is the direct result of strikes; other labor troubles; unusually severe or prolonged bad weather; unavailability of materials; Acts of God; fire or other casualty to the Improvements; remediation of contaminants, pollutants or hazardous substances; unforeseen soil conditions, hazardous materials or concealed conditions; litigation (including without limitation bankruptcy proceedings) and which directly results in delays; or acts of any federal, state or local governmental unit which directly result in delays.

## ARTICLE II

### **Representations, Warranties and Covenants**

Section 2.1. **Representations, Warranties and Covenants by City.** The City represents and warrants that:

- (a) The City has received the approval of its Board of City Commissioners to enter into and perform its obligations under this Agreement.
- (b) The City herein makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. **Representations, Warranties and Covenants by Developer.** The Developer represents and warrants that:

- (a) The Developer is a limited liability company duly organized and in good standing under the laws of the State of North Dakota, is not in violation of any provisions of its operating agreement or articles of organization or the laws of the State of North Dakota and is authorized to enter into and perform its obligations under this Agreement.
- (b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by and will not conflict with or result in a breach of any provision or requirement applicable to the Developer or of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound.
- (c) The Developer, with respect to its construction, operation and maintenance of the Improvements upon the Development Property, will cause the same to occur in accordance in all material respects with this Agreement and all local, state and federal laws and regulations (including without limitation environmental, zoning, building code and public health laws and regulations and including any relocation requirements under local, state or federal law).
- (d) The Developer has received no notice or communication from any local, state or federal official or body that any activities of the Developer respecting the Development Property contemplated by this Agreement, including the construction of the Improvements on the Development Property, may be or will be in violation of any law or regulation.
- (e) The Developer will use its reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed and completed.
- (f) To the best knowledge and belief of the Developer, the construction of the Improvements on the Development Property within the reasonably foreseeable future is



conditioned on the assistance and benefit to the Developer provided for in this Agreement. The Developer would not undertake the Project without the financing provided by the City pursuant to this Agreement.

(g) The Developer represents and covenants that throughout the term of this Agreement that the tax increment assistance provided under this Agreement will be used by the Developer solely to finance those costs which are eligible costs for reimbursement of a project as defined in the Urban Renewal Law. This provision does not apply to those costs that are initially borne by the City and reimbursed to the City by Developer as provided in Section 3.3 of this Agreement.

(h) The Developer will cooperate fully with the City with respect to any litigation commenced by third parties or by the City or both against third parties with respect to the Project.

(i) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(j) The Developer has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Project may or will be in violation of any Environmental Law or regulation, and the Developer, without any duty of inquiry, is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any Environmental Law.

(k) The Developer understands that the City will or may subsidize or encourage the development of other properties in the City, including properties that compete with the Development Property and Improvements, and that such subsidies or encouragements may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Development Property will be favored over the development of other properties.

(l) The Developer will spend enough in construction of the Minimum Improvements, when combined with the value of the Development Property, to generate an estimated minimum market value of \$14,750,000.00.

(m) The Developer expects that, barring Unavoidable Delays, the Project will be substantially completed by December 31, 2023.

(n) As of the Closing Date, the Developer shall have binding arrangements for all the equity and loan financing necessary to complete the Minimum Improvements.

(o) As of the Closing Date, the Developer shall have submitted to the City Construction Plans for the Improvements.

(p) As of the Closing Date, the City shall be satisfied in its reasonable judgment that the Developer has firm arrangements for financing construction or acquisition of the Project in

an amount sufficient, together with equity commitments, to complete the Project in conformance with such Construction Plans, or the City shall receive such other evidence of financial ability as in the reasonable judgment of the City is required.

(q) As of the Closing Date, the Developer shall have obtained an opinion from its independent legal counsel that this agreement is in accordance with North Dakota state law, including the provisions of N.D.C.C. Chapter 40-58, and is a binding and enforceable agreement.

(r) As of the Closing Date, the Developer has marketable record title to Developer's Property free and clear of any encumbrances or lienholders except as provided in Article VII of this Agreement or, to the extent Developer does not have marketable record title, Developer has obtained from the person, firm or entity having such title an agreement [hereinafter referred to as an "Agency Agreement"] authorizing Developer to develop Developer's Property as contemplated by this agreement and authorizing Developer to enter into this Agreement, said Agency Agreement to be in a form approved by the City.

### ARTICLE III

#### **Completion of Improvements; Reimbursement of Certain Costs**

Section 3.1. **Completion of Improvements by Developer.** Subject to Unavoidable Delays, as provided in Section 4.2, below, the Developer shall have substantially completed the Improvements by December 31, 2023. The Developer's use of the Development Property shall be subject to (a) all of the conditions, covenants, restrictions and limitations imposed by this Agreement and also to (b) building and zoning laws and ordinances and all other local, state and federal laws and regulations.

Section 3.2. Intentionally Left Blank.

Section 3.3. **Reimbursement by City of Certain Costs; Terms of Tax Increment Note.** The Developer hereby represents to the City that the Developer has incurred and paid and will incur and pay significant Development Costs. The reimbursements that establish the principal balance of the Tax Increment Note whose principal and interest are payable to the Developer shall be as follows. The City hereby agrees to defray a portion of the Development Costs up to \$1,300,000.00, comprised of three components:

First Component: part of the acquisition cost of the Development Property (\$790,000) that will be borne by Developer;

Second Component: Demolition and Site Cleaning, Soil Correction and Remediation of grading. This cost is the estimate to remove substandard soils and rubble, plus fill and grade the site (\$460,000) that will be borne by the Developer;

Third Component: Administrative/TIF Fees. Other Tax Increment costs include the administrative costs (\$50,000.00) for the city of Fargo that will be borne by the Developer.

If there is a category of expense that is deemed ineligible under the Urban Renewal Law, but there are additional eligible expenses not otherwise reimbursed under this Agreement, then such otherwise non-reimbursed, but eligible, expenses may be recognized as an eligible expense under this Agreement. In addition to the foregoing costs, Developer shall be entitled to reimbursement over and above the foregoing eligible expenses an agreed upon interest rate of Three and one-half Percent (3.5%) Per Annum to be paid to Developer under the Tax Increment Note. All of the said costs, and interest, meet the representation set forth at Section 2.2(g) by issuing the Tax Increment Note, substantially in the form of Exhibit C to this Agreement, subject to the following conditions:

(a) There shall be one (1) Tax Increment Note. The amount of the Tax Increment Note shall be determined by adding the \$1,300,000.00 (or so much thereof as shall be demonstrated as set forth in Section 3.3(d)) plus a sum equal to Capitalized Interest. The Tax Increment Note shall provide for payments to be made by the City to Developer of Developer's Tax Increment received by the City from the County for the Project for the first Tax Year and for

each of fourteen (14) subsequent Tax Years, with payments to be made annually on the Payment Dates, it being further provided that Available Tax Increment exists pertaining to the fifteenth (15<sup>th</sup>) or earlier Tax Years.

(b) The Tax Increment Note shall be delivered only if no Event of Default shall have occurred and be at the time continuing.

(c) The Parties recognize that that the City intends to undertake the design, construction and installation of certain public improvements to a portion of NP Avenue lying generally south of the Development Project with the total cost thereof to be borne by the City (roughly estimated currently at \$275,000) subject to recoupment by the City, along with interest thereon, from the Tax Increment in a manner as agreed by the Parties..

(d) If the conditions set forth in this Section are met, the Tax Increment Note shall be dated, issued and delivered when the Certificate of Completion has been delivered and when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the Developer has incurred and paid eligible costs of the Improvements to be borne by Developer which will not be otherwise reimbursed or paid hereunder. Demonstration of eligible costs of Improvements up to the maximum amount of the Tax Increment Note shall be made pursuant to one or more certifications in form and substance satisfactory to the City that all or a portion of the costs of the Improvements have been incurred, together with lien waivers and evidence satisfactory to the City of the nature and amount of the costs of the Improvements and of the costs incurred by the Developer. Each certification shall demonstrate the specific purpose and amount of the costs of the Improvements and their compliance with the representation set forth at Section 2.2(g). The City's determination of a cost's compliance with the representation set forth at Section 2.2(g) shall, if based on the advice the city attorney's office after consultation with the Developer or its counsel, be conclusive. The delivery of the Tax Increment Note itself constitutes reimbursement of expenditures in an amount equal to the principal amount of the Tax Increment Note; there are no monetary proceeds received by Developer upon delivery of the Tax Increment Note.

(e) Subject to the provisions of the Tax Increment Note, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on each May 1 and November 1, commencing on the May 1 after completion of the project, issuance of the certificate of completion and Tax Increment Note, and continuing through the Maturity Date (the "Payment Dates"), in the amount described in this subsection. The sole source of funds available for payment of the City's obligations to the Developer under this Section shall be the Tax Increment Note (a non-cash source), and the sole source of funds available for payment of the Tax Increment Note shall be the Available Tax Increments. The amounts otherwise payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City within the preceding six (6) months. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

(f) The unpaid principal of the Tax Increment Note shall bear interest at Three and one-half Percent (3.5%) per annum from the date of issuance, compounded annually. Interest shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each.

(g) The City expresses no opinion in particular as to whether, or not, the interest income from any such TIF Revenue Note is exempt from federal income taxation, but it is assumed that the Tax Increment Note will be a "taxable" obligation.

(h) The Tax Increment Note shall be a special and limited revenue obligation of the City and not a general obligation of the City, and only Available Tax Increments received by the City shall be used to pay the principal of and interest on the Tax Increment Note. [Note: See definition of "Available Tax Increments", above.]

(i) The Tax Increment Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit C. In the event of any conflict between the terms of the Tax Increment Note and the terms of this Section 3.3, the terms of the Tax Increment Note shall govern. No payments will be made on the Tax Increment Note during such time as there is a Specified Event of Default that has not been cured by the Developer.

(j) In connection with the issuance of the Tax Increment Note, and as conditions to such issuance, the Developer shall be provided with a Private Placement Memorandum and shall execute a receipt in a form acceptable to the City stating that it has relied on its own determinations in acquiring the Tax Increment Note and not on representations or information provided by the City.

(k) For purposes of this Agreement all project values shall be as valued by the City Assessor.

#### **Section 3.4. Release and Indemnification Covenants.**

(a) The Developer releases the City and the governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person for which a claim is made prior to the issuance of a Certificate of Completion and occurring at, about or in connection with the Development Property and/or Improvements, or the Developer's undertaking and completion thereof, or resulting from any defect therein, except to the extent such loss, damage or death is caused by the negligence or other wrongful acts of the Indemnified Parties. This paragraph (a) shall only apply to claims made prior to the issuance of a Certificate of Completion.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever brought prior to the issuance of a Certificate of Completion and arising or purportedly arising

from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

(e) This Agreement shall not create nor be construed to create any partnership, joint venture, agency, or employment relationship between the Parties.

Section 3.5. Intentionally left blank.

**Section 3.6. Use of Tax Increments.**

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority: to make payments on the Tax Increment Note; and, after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

## ARTICLE IV

### Construction Of Minimum Improvements

Section 4.1. **Construction of Minimum Improvements.** The Developer agrees that it will cause the Minimum Improvements on the Development Property to be constructed. The Minimum Improvements shall consist of the construction of a 4-story multi-family building consisting of 90 units and parking for 92 vehicles plus additional surface parking for 21 vehicles.

The Improvements constructed by the Developer may, and are hereby permitted to and encouraged to, exceed in scope, scale and nature the Minimum Improvements. The Minimum Improvements constitute the lowest (or minimum) amount of Improvements which meet the development required to be provided hereunder by the Developer.

Section 4.2. **Commencement and Completion of Construction.** Subject to Unavoidable Delays, by December 31, 2023, the Developer shall have completed construction of the Minimum Improvements.

Time lost as a result of Unavoidable Delays shall be added to extend the completion date above beyond such date, a number of days equal to the number of days lost as a result of Unavoidable Delays.

The Developer agrees for itself, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall cause to be promptly begun and diligently prosecuted to completion construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.2. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be, to the fullest extent permitted at law and in equity, binding for the benefit of the City and enforceable by the City against the Developer and its successors and assigns. Until construction of the Minimum Improvements has been completed, the Developer shall make reports to the City, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to construction of the Minimum Improvements.

The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction, after reasonable notice to Developer and at City's risk, to determine compliance with this agreement. This paragraph is not intended to apply to the customary building or code inspections by the City.

Section 4.3. **Certificate of Completion.** Promptly after completion of the Minimum Improvements in accordance with the provisions of this Agreement, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in Exhibit F attached hereto. Such Certificate of Completion shall be a conclusive determination that the

Developer has fulfilled the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements.

If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.4, the City shall, within twenty (20) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.



## ARTICLE V

### Insurance And Condemnation

#### Section 5.1. **Insurance.**

(a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage.

(b) All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit upon the request of the City, but no more often than annually, with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

**Section 5.2. Condemnation.** In the event that title to and possession of the Improvements, or any material part thereof, but solely as to the Development Property and Improvements which the Developer retains ownership of, shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City) prior to the Maturity Date (treated for this purpose as being the earlier of the date when the principal of and premium, if any, and interest on the Tax Increment Note are paid in full, or December 31, 2039) the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

ARTICLE VI

**Intentionally left blank.**

## ARTICLE VII

### **Mortgage Financing**

**Section 7.1. Limitation Upon Encumbrance of Property.** Prior to the completion of the Minimum Improvements, as certified by the City, neither the Developer nor any successor in interest to the Development Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property, other than:

- (a) except for the purpose of securing financing for the Development Property or Minimum Improvements, or all of them; and
- (b) only if the City is given notice of such Mortgage in accordance with Sections 7.1 and 7.2.

**Section 7.2. Notice of Mortgage.** The Developer shall provide the City with a copy of the Mortgage and related note prior to the completion of the Minimum Improvements thereon.

**Section 7.3. Notice of Default; Copy to Mortgagee.** Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement for which the remedies of Sections 9.3 and 9.4 are available, the City shall at the same time forward a copy of such notice or demand to each holder of any Mortgage at the last address of such holder shown in the records of the City.

**Section 7.4. Mortgagee's Option to Cure Defaults.** After any breach or default referred to in Section 7.3, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Development Property covered by its mortgage) and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided, however, that if the breach or default is with respect to construction covered by the Mortgage, nothing contained in this Section or any other Section of this Agreement shall be deemed to require such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the work covered by the Mortgage (beyond the extent necessary to conserve or protect the work or construction already made), provided that any such holder shall not devote the Development Property or portion thereof to a use inconsistent with the Development Plan or this Agreement without the agreement of the City.

**Section 7.5. City's Option to Cure Default on Mortgage.** In the event that the Developer is in default under any Mortgage authorized pursuant to this Article VII, whether or not the holder of the Mortgage has given the Developer notice of such default, the Developer shall notify the City in writing of:

- (a) the fact of the default;
- (b) the elements of the default; and

(c) the actions required to cure the default.

If the default is an "Event of Default" under such Mortgage, which shall entitle such holder thereof to foreclose upon the Development Property covered by the Mortgage or any portion thereof, the Developer shall afford the City an opportunity to cure the "Event of Default" to the extent consistent with the Mortgage or permitted by the holder of the Mortgage upon request of the Developer, which request the Developer hereby covenants to make, within the time for cure provided by the Mortgage or within such longer reasonable time period as the holder shall deem appropriate. The City shall have no obligation to cure any such default.

## ARTICLE VIII

### **Prohibitions Against Assignment And Transfer; Indemnification**

Section 8.1. **Status of Developer; Transfer of Substantially All Assets.** As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that prior to the earlier of the Maturity Date, the Developer will maintain its existence as a North Dakota limited liability company and maintain its authority to conduct business in the State of North Dakota and shall not consolidate with or merge into another entity and shall not dissolve or otherwise dispose of all or substantially all of its assets; provided that the Developer may consolidate with or merge into another entity or sell or otherwise transfer to a partnership or corporation organized under the laws of one of the United States, or an individual, all or substantially all of its assets as an entirety and thereafter dissolve and be discharged from liability hereunder if (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement; and (ii) the City receives such new security from the successor Developer to assure completion of the Project and the fulfillment of the remaining obligations of this Agreement as the City deems necessary or desirable.

Section 8.2. **Prohibition Against Transfer of Property and Assignment of Agreement.** The Developer represents and agrees that prior to the issuance of the Tax Increment Note:

(a) Subject to Article VII and Section 8.2(c) of this Agreement, except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the relevant portion of the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

(b) Subject to Section 8.2(c), the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the remaining obligations undertaken in this Agreement by the Developer with respect to the relevant portion of the Development Property.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed with respect to the relevant portion of the Development Property all of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject

(unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 8.2(b)(ii) shall not apply); provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written approval by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) There shall be submitted to the City for review and prior written approval all pertinent instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII.

(c) Upon the furnishing of a Certificate of Completion pursuant to Section 4.4, notwithstanding any provisions to the contrary in this Article VIII, the Developer may sell or transfer such property or a portion thereof without any approval pursuant to Section 8.2(a) or (b).

**Section 8.3. Approvals.** Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property or of a release of the Developer from its obligations hereunder required to be given by the City under this Article VIII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or any part thereof, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

## ARTICLE IX

### Events of Default

**Section 9.1. Events of Default Defined.** The following are Events of Default under this Agreement:

- (a) There shall have occurred a failure in the observance or performance in any material respect of any covenant, condition, obligation or agreement to be observed or performed under this Agreement.
- (b) If any representation or warranty made by the Developer herein shall at any time prove to have been incorrect in any material respect as of the time made.
- (c) If the Improvements are not substantially completed by December 31, 2023, as such time may be extended by Unavoidable Delays.
- (d) If the holder of any mortgage on the Development Property or any portion thereof shall commence a legal action on the secured indebtedness or a foreclosure of its mortgage.
- (e) If the Developer shall breach any warranties, covenants or other provisions of this Agreement not referred to in the foregoing provisions of this Section 9.1.
- (f) The filing by the Developer of a voluntary petition in bankruptcy or the adjudication of the Developer as a bankrupt, the insolvency of the Developer or the filing by the Developer of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation resolution or similar relief under any present or future federal, state or other statutes, laws or regulations relating to bankruptcy, insolvency or other relief for debtors, or if the Developer seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator for itself or its property, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due.
- (g) If the Developer shall not have available, and be able to demonstrate to the reasonable satisfaction of the City, sufficient funds to complete the Improvements and pay all costs thereof.

An Event of Default shall also include any occurrence which would with the passage of time or giving of notice become an Event of Default as defined hereinabove.

**Section 9.2. Remedies on Default.** Whenever any Event of Default occurs, in addition to all other remedies available to the City at law or in equity, the City (1) may without notice suspend its performance (other than the payment of the Tax Increment Note, except as provided below for a Specified Event of Default) under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer has cured its default and will continue its performance under this Agreement, and (2) may, after provision of sixty (60) days written notice to the Developer of the Event of Default, but only if the Event of Default has not

been cured within said sixty (60) days, or, if the Event of Default cannot be cured within sixty (60) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible, terminate this Agreement, without further obligation whatsoever hereunder to the Developer.

Notwithstanding anything to the contrary stated in this Agreement, the City shall not exercise any remedies at law or in equity or under this Agreement upon an Event of Default by the Developer, other than the City's right to suspend its performance under this Agreement, until after provision of sixty (60) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said sixty (60) days, or, if the Event of Default cannot be cured within sixty (60) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible.

As a remedy for an Event of Default:

- (a) The City may suspend or terminate payments on the Tax Increment Note, if the Event of Default is a Specified Event of Default.
- (b) The City may withhold a Certificate of Completion.
- (c) The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, to recover any damages or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

**Section 9.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 9.4. No Additional Waiver Implied by One Waiver.** If any agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 9.5. Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs and has not been cured within sixty (60) days and the City shall employ attorneys or incur other expenses for the enforcement, performance or observance of any obligations or agreement on the part of the Developer contained herein, or for the identification and/or pursuit of any remedies or possible workouts of such default, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City. If an Event of Default cannot be cured within sixty (60) days, but the Developer has provided assurances to the City reasonably satisfactory to the City that the



Event of Default will be cured as soon as reasonably possible (as provided in Section 9.2), and the Developer does so cure said Event of Default in the manner as assured to the City, the Event of Default shall be deemed to have been cured within said sixty (60) days for purposes of this Section.

## ARTICLE X

### Additional Provisions

Section 10.1. **Titles of Articles and Sections.** Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 10.2. **Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,

(a) in the case of the Developer, to J-Street Properties, LLC, 505 N. Broadway, Suite 201, Fargo, ND 58102, and

(b) in the case of the City, to the City at 225 4<sup>th</sup> Street North, North Dakota 58102, Attention: Director of Strategic Planning and Research AND to the City at 225 North 4<sup>th</sup> Street, Fargo, North Dakota 58102, Attention: City Auditor;

or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof.

Section 10.4. **Law Governing.** The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Dakota.

Section 10.5. **No Filing of Agreement.** To the extent the ability of the City to perform any obligations under this agreement is impaired or limited by modifications in North Dakota law, as established either by the legislature or the courts, this agreement shall be interpreted and construed to maximize the fulfillment of such obligations under the law; however, no breach of this agreement may be deemed to occur as a result of such impairment or limitation. The Parties agree that this Agreement shall not be filed against the Development Property, and each Party agrees that if it shall inadvertently cause or suffer this Agreement to be so filed, it will take such actions as may be necessary to remove, satisfy and render ineffective any such filing.

Section 10.6. **Modification.** If the Developer is requested by the holder of a Mortgage or by a prospective holder of a prospective Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request with a view to granting the same unless the City, in its reasonable judgment, concludes that such modification is not in the public interest, or will significantly and undesirably weaken the financial security provided to the interests of the City by the terms and provisions of this Agreement.

Section 10.7. **Legal Opinions.** Upon execution of this Agreement, each party shall, upon request of the other parties, supply the other parties with an opinion of its legal counsel to the

effect that this Agreement is legally issued or executed by, and valid and binding upon, such party, and enforceable in accordance with its terms.

**Section 10.8. Approvals; Officer Action.** Wherever in this Agreement the consent or approval of the City or Developer is required or requested, such consent or approval shall not be unreasonably withheld or unduly delayed (except to the extent that, as a remedy upon the occurrence of an Event of Default, the City is entitled to withhold its performance). Any approval, execution of documents, or other action to be taken by the City pursuant to this Agreement or for the purpose of determining sufficient performance by the Developer under this Agreement may be made, executed or taken by the Mayor of the City without further approval by the Board of City Commissioners of the City, to the extent permitted by law. The Mayor may, but shall not be required to, consult with other City staff with respect to such matters. Any approval, execution of documents, or other action to be taken by the City pursuant to this Agreement or for the purpose of determining sufficient performance by the Developer under this Agreement may be made, executed or taken by the Mayor without further approval by the Board of City Commissioners of the City, to the extent permitted by law. The Mayor may, but shall not be required to, consult with City staff with respect to such matters.

## ARTICLE XI

### **Termination of Agreement; Expiration**

Section 11.1. **City's Option to Terminate.** As provided and under the conditions specified in Section 9.2, the City may terminate this Agreement if an Event of Default shall have occurred hereunder and be continuing. Nothing in that or in this Section shall affect the City's right, should the City not so elect to terminate this Agreement and as recourse against the Developer, to insist on performance hereunder by the Developer.

Section 11.2. **Expiration.** This Agreement shall expire when the Tax Increment Note is paid in full or, if earlier, on the Maturity Date.

Section 11.3. **Effect of Termination or Expiration.** No termination or expiration of this Agreement pursuant to the terms hereof shall terminate (i) any rights or remedies of the City arising hereunder due to an Event of Default, or of the Developer arising hereunder due to a breach of this Agreement by the City, occurring prior to such termination or expiration or (ii) the provisions of Sections 3.5, 3.6 and 9.7 hereof.

Section 11.4. **No Third Party Beneficiaries.** There shall, as against the City, be no third party beneficiaries to this Agreement. More specifically, the City enters into this Agreement, and intends that the consummation of the City obligations contemplated hereby shall be, for the sole and exclusive benefit of the Developer, and notwithstanding the fact that any other "persons" may ultimately participate in or have an interest in the Improvements, the City does not intend that any party other than the Developer shall have, as alleged third party beneficiary or otherwise, any rights or interests hereunder as against the City, and no such other party shall have standing to complain of the City's exercise of, or alleged failure to exercise, its rights and obligations, or of the City's performance or alleged lack thereof, under this Agreement.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed by their duly authorized representatives.

CITY OF FARGO, NORTH DAKOTA

(SEAL)

By \_\_\_\_\_  
Dr. Tim Mahoney, its Mayor

ATTEST:

By \_\_\_\_\_  
Steven Sprague, City Auditor

This document drafted by:

Ian R. McLean  
Assistant City Attorney  
Serkland Law Firm  
10 Roberts Street N.,  
Fargo, ND 58108  
701-232-8957

Execution Page to Developer Agreement between the above-named Party and J-Street Properties, LLC

J-Street Properties, LLC

By \_\_\_\_\_,  
Kevin J. Bartram, President

STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF CASS             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Dr. Tim Mahoney and Steven Sprague, the Mayor and City Auditor, respectively, of the City of Fargo, North Dakota, on behalf of said City.

\_\_\_\_\_  
Notary Public

STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF CASS             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Kevin J. Bartram, the President of J-Street Properties, LLC, a North Dakota limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public



**EXHIBIT A****LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

The Development Property consists of the following properties located in the City of Fargo, Cass County, North Dakota:

That certain real property situate in the City of Fargo, County of Cass and State of North Dakota, more fully described as:

Lots Twenty-two to Twenty-three, in Block Twenty-two, of Reeve's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota;

AND

All of Lots One through Six, inclusive, and all of Lots Twenty-four through Thirty-four, inclusive, Block Twenty-two of Reeve's Addition to Fargo, Cass County, North Dakota, EXCEPTING THEREFROM that portion of said Lot Twenty-four lying Easterly of a line drawn concentric with and distance of 9.0 feet Westerly, as measured radially from The Burlington Northern and Santa Fe Railway Company (formerly Northern Pacific Railway Company) spur track centerline, as now located and constructed upon, over and across said Block Twenty-two.

The property addresses are 1418 1st Ave. N. and 19 14th ½ St. N., Fargo, ND 58102.

**EXHIBIT B**

INTENTIONALLY LEFT BLANK.

**EXHIBIT C**  
**FORM OF TAX INCREMENT NOTE**

No. R-\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
 STATE OF NORTH DAKOTA  
 CASS COUNTY  
 CITY OF FARGO

\$ TAX INCREMENT  
 REVENUE NOTE OF 2022  
 (TAX INCREMENT DISTRICT 2021-04 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to J-Street Properties, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of one million and three hundred thousand dollars and no/100 Dollars (\$1,300,000.00), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of Three and One-half Percent (3.50%) per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of \_\_\_\_\_ (as the same may be amended from time to time, the "Developer Agreement"), by and between the City and J-Street Properties, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by J-Street Properties, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on May 15<sup>th</sup> following the date of issuance of the Tax Increment Note and on May 15<sup>th</sup> of each year thereafter until the Maturity Date, said May 15<sup>th</sup> dates being referred to herein as the "Payment Date" or collectively as the "Payment Dates".

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received to said date by the City on the Project and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's Payment Date. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby." [[“Definition of Available Tax Increments”, in final form of this Note to be modified in accordance with the Development Agreement, as the same has been amended from time to time.]]

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes."

"Tax Increments" are defined in the Developer Agreement as follows:

“Tax Increments” means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law.

In addition, “Developer’s Taxes” are defined in the Developer Agreement as follows:

“Developer's Taxes” means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the fifteenth (15<sup>th</sup>) Tax Year and earlier Tax Years. Taxes for the sixteenth (16<sup>th</sup>) year following the first Tax Year, or for any subsequent year, are not included as Developer’s Taxes..”

In addition, “Tax Year” is defined in the Developer Agreement as follows:

“Tax Year” is one of a maximum of fifteen (15) successive calendar years, with the first year being the year that, pursuant to this Agreement, the Tax Increment Note is issued and with the subsequent years being the fourteen (14) subsequent calendar years. The fifteenth (15<sup>th</sup>) Tax Year, therefore, is the fourteenth (14<sup>th</sup>) calendar year following the first said year. In addition, “Maturity Date” is defined in the Developer Agreement as follows:

“Maturity Date” means the date that is three (3) years from the Payment Date for the fifteenth Tax Year following the date of the issuance of the Tax Increment Note. In addition, Section 3.6 of the Developer Agreement provides as follows:

" The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

**No Payment Upon Default.** No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

**Sufficiency of Revenues.** The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

**Issuance; Purpose; Special Limited Obligation.** This Note is in the aggregate principal amount of \$1,300,000 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2021-04, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2021-04 Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2021-04 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

**Limitation on Transfer.** This Note may only be transferred to a person who is (1) a successor of J-Street Properties, LLC, by reorganization, merger or acquisition, (2) a member of J-Street Properties, LLC, (3) a related person to such member or successor, (4) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (5) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to J-Street Properties, LLC, noted above.

**Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.**

**Registration; Transfer.** This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee

only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than J-Street Properties, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of \_\_\_\_\_, 2022.

CITY OF FARGO, CASS COUNTY, NORTH  
DAKOTA

By: \_\_\_\_\_  
Dr. Tim Mahoney, its Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

(SEAL)



CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF  
REGISTRATION

REGISTERED OWNER

SIGNATURE OF  
AUTHORITY'S TREASURER

J-Street Properties, LLC

\_\_\_\_\_, 2022

EXHIBIT D  
INTENTIONALLY LEFT BLANK

**EXHIBIT E**

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**EXHIBIT F****CERTIFICATE OF COMPLETION**

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and J-Street Properties, LLC, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

Signature page to the Certificate of Completion of the City of Fargo, North Dakota.

**EXHIBIT G**  
**INTENTIONALLY LEFT BLANK.**

**EXHIBIT H**  
**FORM OF LEGAL OPINION OF DEVELOPER'S COUNSEL**

[Fargo]

Re: Development Agreement by and between the City of Fargo, North Dakota, and J-Street Properties, LLC

Gentlemen:

As counsel for J-Street Properties, LLC (the "Company"), and in connection with the execution and delivery of a certain Developer Agreement (the "Development Agreement") dated as of \_\_\_\_\_, between the Company and the City of Fargo, North Dakota (the "City"), we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The Articles of Organization and Operating Agreement of the Company;
- (b) Minutes relating to the meetings of the Board of Governors or any other managing committee of the Company at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;
- (d) and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Company has been duly organized and is validly existing as a limited liability company under the laws of the State of North Dakota and is qualified to do business in the State of North Dakota. The Company has full power and authority to execute, deliver and perform in full the Development Agreement; and the Development Agreement has been duly and validly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is a valid and legally binding instrument of the Company enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The consummation of the transactions contemplated by the Development Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of organization, member control agreement or operating agreement of the Company or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Company is a party or by which it or its property is bound or subject, and do not constitute a loan to the Company.

3. The undersigned has provided an opinion to the Company that the Development Agreement is in accordance with North Dakota state law, including N.D.C.C. Chapter 40-58, and is a binding and enforceable agreement. A copy of such opinion, fully dated and executed, is in turn attached to this opinion.

Very truly yours

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Veterans Boulevard Corridor Extension Study

Location: Veterans Blvd, 40<sup>th</sup> Ave S - 100<sup>th</sup> Ave S Date of Hearing: 2/14/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/7/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed correspondence from Transportation Division Engineer, Jeremy Gorden, regarding the Veterans Boulevard Corridor Study that was presented to PWPEC on January 31, 2022.

The corridor study highlights some of the needs in the built street section north of 52<sup>nd</sup> Avenue South and lays out a framework south of 52<sup>nd</sup> Avenue South that both the City of Fargo and City of Horace can rely on when future road projects become a reality. This study built Metro wide consensus for the roadway alignment along with the need to extend Veterans Boulevard south and provide connectivity. Final determination of the roadway cross section will be decided at a later date when the City gets closer to construction.

Staff recommends approval of the study and forward on to City Commission for a presentation with a recommendation to "Receive and File Veterans Boulevard Corridor Study."

On a motion by Bruce Grubb, seconded by Steve Dirkson, the Committee voted to approve the Veterans Boulevard Corridor Study and recommend receive and file to the City Commission.

RECOMMENDED MOTION

Receive and File Veterans Boulevard Corridor Study.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)


Yes	No
	<u>N/A</u>
	<u>N/A</u>
	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer - Transportation  
**Date:** February 10, 2022  
**Re:** Project No. MS-20-E0 – Approval of the Veterans Boulevard Corridor Study  
Veterans Boulevard – 40<sup>th</sup> Avenue South to 100<sup>th</sup> Avenue S

---

### **Background:**

I have attached the Veterans Boulevard Corridor Study that is nearing completion by MetroCOG and KLJ. This study was completed completely within the pandemic and the consultant team did a great job keeping the project on track and being able to complete it on time given the curveball that was thrown their way. This Corridor Study highlights some needs in the built street section north of 52<sup>nd</sup> Avenue South and lays out a good framework south of 52<sup>nd</sup> Avenue South that both the City of Fargo and the City of Horace can rely on when future road projects become a reality. The biggest takeaways from the study are as follows:

- The existing and projected future traffic volumes will allow this street section to remain a 3-lane roadway.
- The roadway will indeed cross County Drain 27 and continue south.
- Staff will plan on making an avenue connection into the Deer Creek neighborhood from Veterans Boulevard at 59<sup>th</sup> Ave. S. to increase the access into and out of that neighborhood.
- Staff should plan on securing right of way to make room for a roundabout at the intersection at 64<sup>th</sup> Ave. S.
- Staff should plan on pedestrian underpasses every mile located near the half mile sections.
- This street section will be pedestrian friendly and will run parallel to the Drain 27 greenway and include a 10' path on the west side and a 6' sidewalk on the east side.

The plan from here, assuming a favorable recommendation from PWPEC, is to forward it onto the City Commission for a presentation at their March 7, 2022 meeting, with a recommended motion "To Receive and File Veterans Boulevard Corridor Study."

Wade Kline from KLJ and Dan Farnsworth from MetroCOG will be present at our meeting again to discuss the study and to provide a PowerPoint presentation.

### **Recommended Motion:**

Approve the Veterans Boulevard Corridor Study and send to the City Commission for final approval.

JMG/klb  
Attachment



Fargo-Moorhead Metropolitan  
Council of Governments

Case Plaza Suite 232 | One 2nd Street North  
Fargo, North Dakota 58102-4807  
p: 701.532.5100 | f: 701.232.5043  
e: metrocog@fmmetrocog.org  
www.fmmetrocog.org

**To:** Fargo PWPEC  
**From:** Dan Farnsworth, Metro COG  
**Date:** January 31, 2022  
**Re:** **Veterans Boulevard Corridor Extension Study**

In May of 2020 Metro COG began the Veterans Boulevard Corridor Extension Study which was developed in cooperation with staff from the City of Fargo, the City of Horace, Cass County, and other stakeholders. In addition, public involvement was conducted throughout the study process.

With the rapid growth in the southwest area of the Fargo-Moorhead Metro, this study analyzes the need for a phased future extension of the Veterans Blvd from 52<sup>nd</sup> Ave S to 100<sup>th</sup> Ave S. The study also looks at corridor improvements between the existing section from 40<sup>th</sup> Ave S to 52<sup>nd</sup> Ave S.

As part of this study, various roadway layouts and alignments were analyzed and an implementation plan was developed mapping a timeframe for future roadway improvements in this area.

The full study can be found on Metro COG's website at the following link:  
[https://www.fmmetrocog.org/application/files/7916/4314/4830/VetsBlvd\\_Final\\_v9.pdf](https://www.fmmetrocog.org/application/files/7916/4314/4830/VetsBlvd_Final_v9.pdf)

At the January 31<sup>st</sup> PWPEC meeting, the study team will provide a brief presentation describing the study and field any questions PWPEC might have.

# VETERANS BOULEVARD CORRIDOR

EXTENSION STUDY

*Executive Summary*

*January 2022*

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## EXECUTIVE SUMMARY



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

### INTRODUCTION

As growth and development continues in the Fargo-Moorhead area's southwest metro, a continuous mile line corridor along Veterans Boulevard will be necessary to meet future transportation needs. Historically, major arterials like Veterans Boulevard attract vehicle-oriented development and thus prioritize moving vehicles quickly and efficiently. However, recent planning efforts across the metro have identified the desire and need to bring a multimodal approach to developing future corridors. Decisions regarding the form and function of the Veterans Boulevard corridor will influence investments on a series of adjacent corridors that are programmed for improvement over the next five to 10 years. These include mid-term improvements along Sheyenne Street and 45<sup>th</sup> Street and longer-term improvements along both 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South. Significant additional local, state, and federal funds are anticipated to be allocated to these corridors and have the potential to rebalance projected system-wide needs.

### STUDY AREA AND BACKGROUND

This study will evaluate the existing segment of Veterans Boulevard between 40<sup>th</sup> Avenue and 52<sup>nd</sup> Avenue South, and the potential for a phased extension from 52<sup>nd</sup> Avenue to 100<sup>th</sup> Avenue South. A map of the study area can be seen in Figure 1. The study will also evaluate five existing intersections along the corridor:

- » Veterans Boulevard and 40th Avenue South
- » Veterans Boulevard and 44th Avenue South
- » Veterans Boulevard and 48th Avenue South
- » Veterans Boulevard and 51st Avenue South
- » Veterans Boulevard and 52nd Avenue South

### Previous Studies

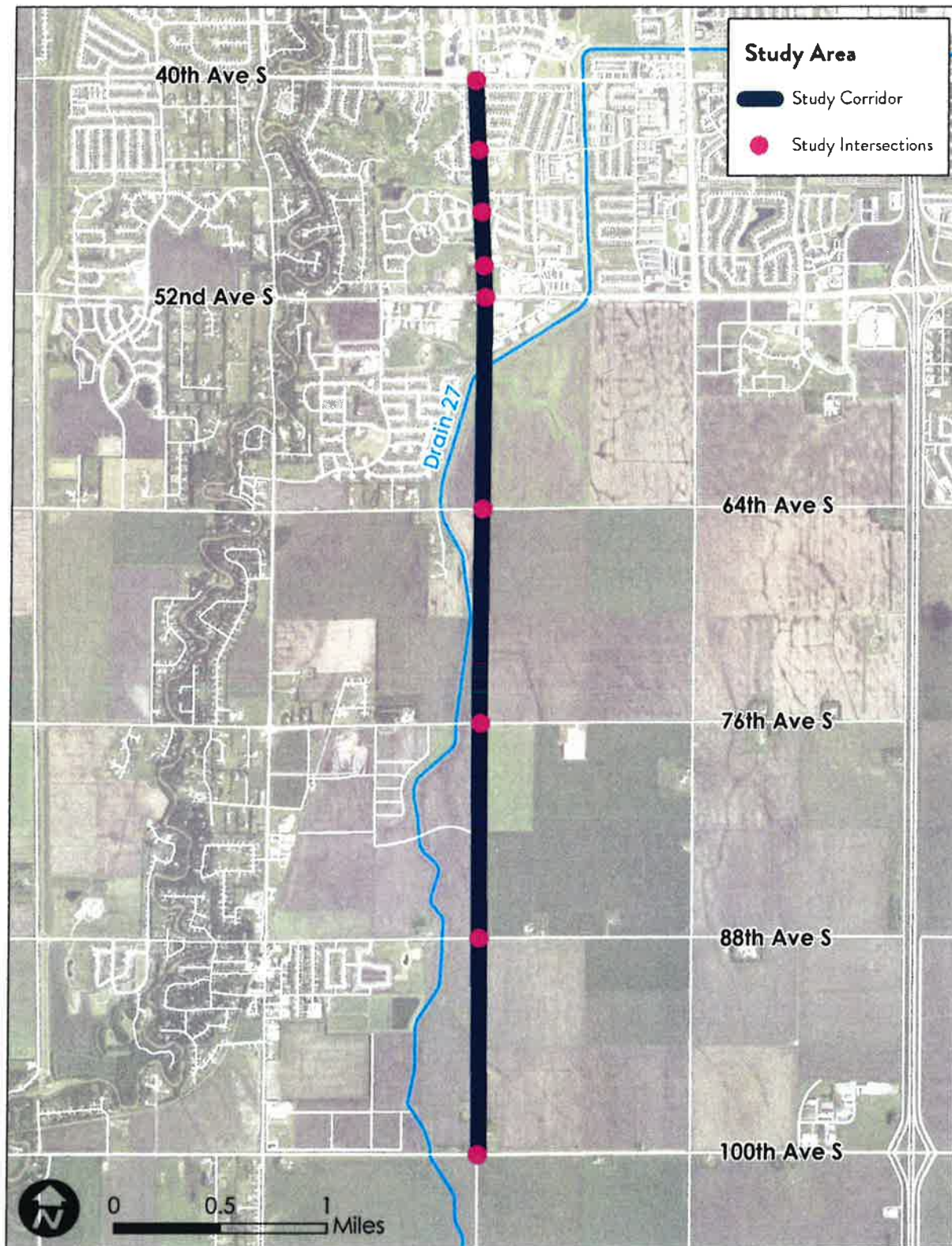
Several planning efforts are underway or have been completed that interact with the Veterans Boulevard study area. This section highlights relevant background information and existing plans for land use and the transportation network along the corridor. These planning efforts provide a basis to ensure that the Veterans Boulevard corridor is consistent with existing plans for the surrounding area.

- » 2045 Fargo-Moorhead Metropolitan Transportation Plan
- » Horace 2045
- » Fargo's Go 2030 Comprehensive Plan
- » Southwest Metro Transportation Plan
- » Fargo/West Fargo Parking and Access Study
- » Fargo Public Art Master Plan
- » 76th Avenue South Corridor Study
- » Fargo Stormwater Master Plan
- » Fargo Safe Routes to School Plan

The Veterans Boulevard corridor study can begin to incorporate these improvements into the improvement plans, as well as utilize the best practices identified in the Safe Routes to School Plan for bicycle and pedestrian amenities along the corridor.

**VETERANS BOULEVARD****CORRIDOR EXTENSION**

Figure 1: Study Area





# VETERANS BOULEVARD

# CORRIDOR EXTENSION

## EXISTING CONDITIONS SUMMARY

Within the Veterans Boulevard study area, there are a variety of existing conditions that will guide and constrain the corridor's extension and the alternatives which can be considered. Below is a summary of these conditions.

- » **Right-of-Way.** Most of the land surrounding the corridor has not been platted, resulting in a lack of right-of-way. The full build out of Veterans Boulevard will dictate these right-of-way needs and guide subdivision processes in the City of Horace and City of Fargo.
- » **Utilities.** Both public and private utilities are present along the corridor. Coordination with these utilities will be necessary during construction activities.
- » **Environmental Conditions on the Existing Corridor.** Several environmental constraints are present along the existing corridor of Veterans Boulevard including water resources and noise sensitive land uses. These constraints will require additional consultation during any construction project to minimize potential impacts.
- » **Environmental Conditions will Constrain the Extension.** Water resources and constraints, including Drain 27, and flood plains will be the primary environmental constraint when evaluating future alignments for the Veterans Boulevard corridor. The stormwater size and location will be a major determinant in future alignments.
- » **Multimodal Facilities.** The existing corridor has facilities on both sides of the roadway with marked crossings. Transit serves the north end of the study area with hourly service. The number of facilities combined with the nearby schools and other pedestrian generators should put a high priority on pedestrian and bicycle mobility. The corridor extension should seek to provide a similar or higher level of multimodal amenities.
- » **Traffic Operations.** All study intersections and approaches currently operate at LOS C or better during the a.m. and p.m. peak hours. Some queueing issues exist during the p.m. peak hour at the Veterans Boulevard and 40<sup>th</sup> Avenue intersection.
- » **Corridor Safety.** There was a total of 36 crashes within the study area, the majority of which occurred at intersections along Veterans Boulevard with 40<sup>th</sup> Avenue or 44<sup>th</sup> Avenue. There were no fatal crashes along the corridor, although there was one incapacitating injury crash that occurred at 44<sup>th</sup> Avenue (bicyclist crash). Only the Veterans Boulevard and 44<sup>th</sup> Avenue intersection has a crash rate and severity rate above the critical rates for intersections with similar characteristics.

## CORRIDOR VISION

The Veterans Boulevard Corridor Extension presents an opportunity for the community to shape the future road network of the southwest metro area. Neighbors, local business owners, city officials, emergency service workers, non-profit representatives, and city planners were all heard during this engagement process. Each brought a unique perspective to the issues and opportunities in the study area. The Corridor Vision, presented below, is a set of common interests and needs that emerged from the engagement process.

**The Veterans Boulevard Corridor will enhance livability and serve the whole community.** Creating a “sense of place” was a thread that ran through all the listening sessions. Community members felt that the corridor should be more than just a route through the southwest metro area, and should be a destination. Displays of public art that reflect the community, landscaping, green spaces, tree canopy, and recreational amenities will bring the community's vision to life.

**The Veterans Boulevard Corridor will serve all modes.** Throughout the listening sessions, community members expressed the importance of the corridor serving pedestrians, bicyclists, and motorized traffic. The corridor was

# VETERANS BOULEVARD

## CORRIDOR EXTENSION

envisioned as a place where traffic flows smoothly and walking feels comfortable and safe. Beyond the needs of small vehicles, community members envisioned a corridor that was easily navigable by emergency vehicles and buses.

**The Veterans Boulevard Corridor will improve connectivity and remain flexible for future growth.** Veterans Boulevard is a critical connection between Horace and Fargo. As residential growth continues in the southwest metro area, connections from residential development and major east-west routes to the corridor will need to adapt to shifting demands. The Veterans Boulevard extension was envisioned as a roadway that can grow and change over time, with measures taken today to allow for the addition of intersections and roadway improvements in the future.

### KEY STAKEHOLDER ENGAGEMENT

A study review committee (SRC) was assembled to review all project materials and provide guidance throughout the visioning phase. The committee consisted of 15 representatives from eight government entities, listed below.

- » City of Fargo
- » City of West Fargo
- » City of Horace
- » Cass County
- » Southeast Cass Water Resource District
- » Metro COG
- » North Dakota Department of Transportation
- » Federal Highway Administration – North Dakota

### IMPROVEMENTS TO EXISTING CORRIDOR

A portion of the existing Veterans Boulevard corridor (between 40<sup>th</sup> and 52<sup>nd</sup> Avenue South) was reconstructed in 2009 and has minor roadway deficiencies. A key concern at the north of the corridor study area is safety, with the majority of crashes (i.e., 89 percent) occurring at the 40<sup>th</sup> or 44<sup>th</sup> Avenue South intersections. The crash analysis conducted during this study suggests that design aspects of the existing roundabouts, as well as queuing issues at the Veterans Boulevard/40<sup>th</sup> Avenue South intersection, may be factors contributing to the high crash rates at these locations. In addition, input received from emergency service representatives indicates that existing roundabouts do not provide sufficient space for larger vehicles, presenting challenges for ambulances and fire trucks. The study proposes improvements to address these concerns within the existing corridor.

#### Existing Roundabout Reconstruction

Analysis results and public input indicate that exiting roundabouts between 40<sup>th</sup> Avenue South and 52<sup>nd</sup> Avenue South do not provide sufficient space for larger vehicles. It was also noted that the design of the roundabouts can make for excessive braking and acceleration for vehicles entering and exiting the intersections. This is a particular

Figure 2: Veterans Boulevard Southbound Transition at 40<sup>th</sup> Avenue South



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

concern for emergency vehicle access and snow removal. To address this issue, it is recommended that existing roundabouts at 44<sup>th</sup> Avenue South, 48<sup>th</sup> Avenue South, and 51<sup>st</sup> Avenue South either have the approach roadways reconstructed to enhance the entry/exit paths or a completely reconstruction to increase the roundabout diameter from 150-feet to 180-feet. Reconstructing the approaches will allow vehicles, especially large vehicles, to navigate the roundabouts more efficiently while utilizing some of the existing roadway infrastructure. Construction of this option could be completed by closing each approach roadway individually opposed to closing the entire intersection. Reconstruction of the entire roundabout will increase the circulatory roadway diameter to 180-feet. This size was selected based on design guidance and feedback from City of Fargo that other roundabouts within the city of this size are easily navigable. Both 150-foot and 180-foot planning-level roundabout concepts were developed for each intersection. Example concepts for 44<sup>th</sup> Avenue South are shown in Figure 3 and Figure 4.

Figure 3: 180-Foot Roundabout Concept for Veterans Boulevard and 44<sup>th</sup> Avenue South

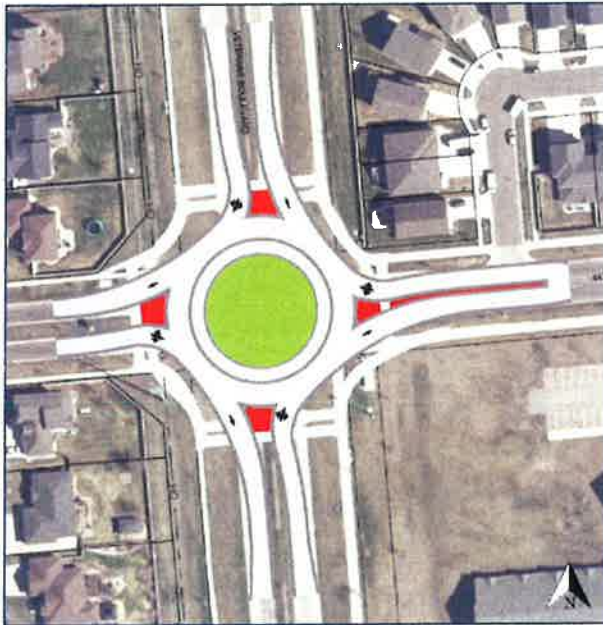
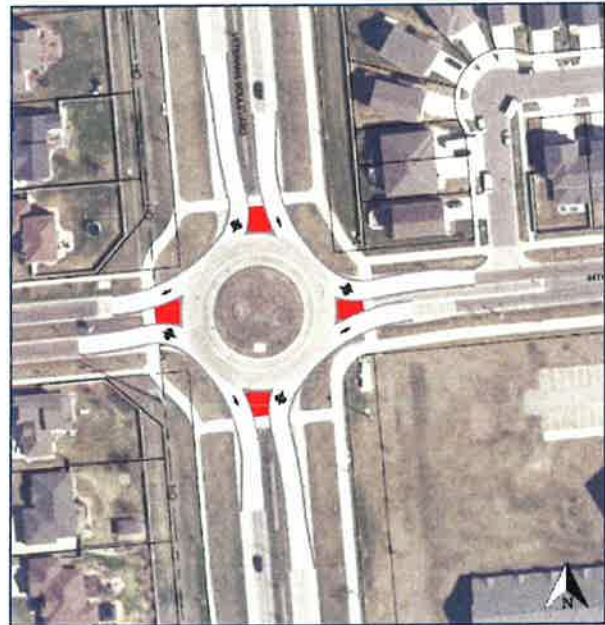


Figure 4: 150-Foot Roundabout Concept for Veterans Boulevard and 44<sup>th</sup> Avenue South





# VETERANS BOULEVARD

# CORRIDOR EXTENSION

## EXTENSION ALIGNMENT ALTERNATIVES

Three corridor alignment alternatives were developed in close coordination with the Study Review Committee. The alignment alternatives incorporate the benefits and constraints identified during the existing conditions analysis, as well as input collected through public engagement. A brief description of each alignment is provided below.

### Meander Alignment

- » The Meander Alignment roughly follows the alignment of Drain 27 to the east of the section line. This alternative was developed with the intention of maximizing developable land along the corridor, and to provide a more dynamic and interesting roadway landscape. This alternative would place roughly half of the corridor extension – the portion south of 76th Avenue South – within the City of Horace.

### Western Alignment

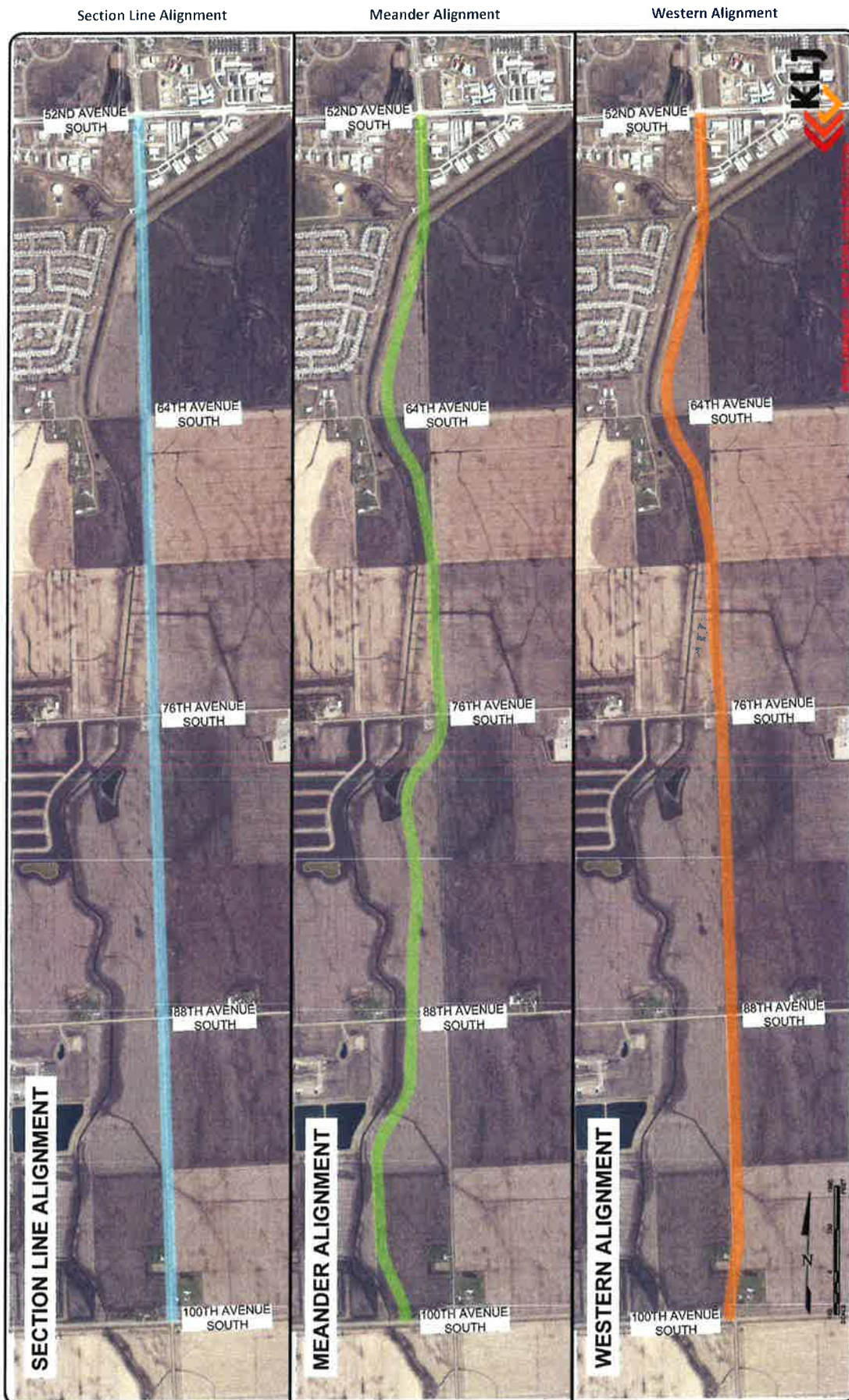
- » The Western Alignment generally maintains a straight path, only deviating from the section line at the north to follow the path of Drain 27 near Deer Creek. South of 64th Avenue South, the Western Alignment is offset slightly to the east of the section line, resulting in a large portion of the extension being located within the City of Fargo corporate limits.

### Section Line Alignment

- » The Section Line Alignment follows a straight path from 52nd Avenue to 100th Avenue South. This alternative is located directly on the Fargo-Horace border for most of the alignment south of 64th Avenue South.

After detailed review and evaluation by the Study Review Committee, the Section Line Alignment was determined to be the most suitable alternative for the Veterans Boulevard extension. Central factors in this decision include the desire to share project development and corridor maintenance roles between Fargo and Horace, as well as consistency with the historical practice of aligning major corridors along section lines.

Figure 5: Veterans Boulevard Extension Corridor Alignment Alternatives





# VETERANS BOULEVARD

## CORRIDOR EXTENSION

### EXTENSION CORRIDOR ALTERNATIVES

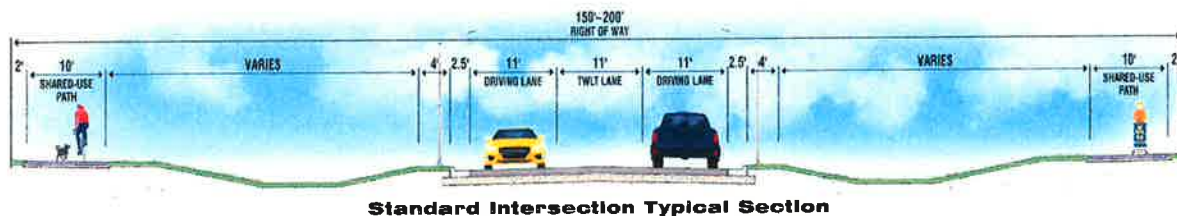
Three corridor-level alternatives were developed to support the Veterans Boulevard extension. Each alternative involves a slightly modified roadway section and intersection control features. Development of each alternative is supported through both public input gathered earlier in the planning process and through transportation planning projections for the study area. The defining features of each alternative are described below.

#### Standard Intersection Alternative

##### Roadway Section

The Standard Intersection Alternative proposes a three-lane roadway with a center two-way left turn lane (TWLTL). Both the travel lanes and the TWLTL lane have a width of 11 feet. This alternative includes a 10-foot shared-use path on each side of the corridor. This alternative follows the Section Line Alignment – maintaining a straight path from 52<sup>nd</sup> Avenue to 100<sup>th</sup> Avenue – and has an assumed right-of-way of between 150 to 200 feet. This right-of-way width was based on standard right-of-way dedication practices of City of Fargo and City of Horace. All areas of the roadway within City of Fargo corporate limits include 100-feet of right-of-way from the section line, outside of the corporate limits, 75-feet of right-of-way was shown. A typical section is shown in Figure 6.

Figure 6: Standard Intersection Alternative Typical Section (Facing North)

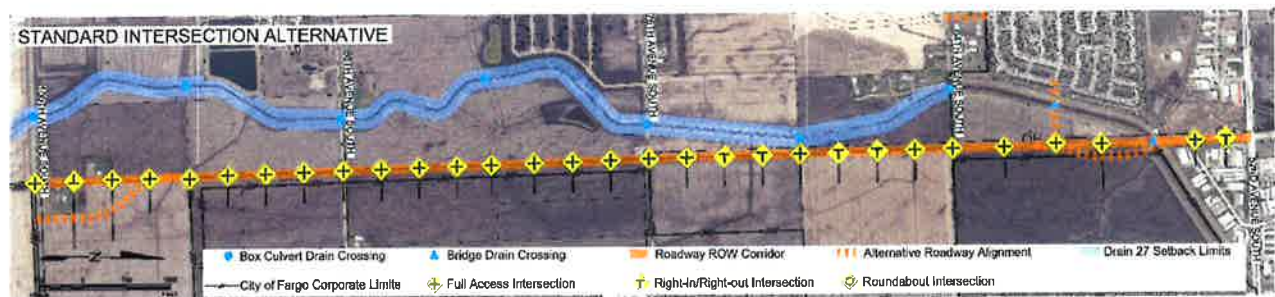


Standard Intersection Typical Section

##### Intersection Control

The Standard Intersection Alternative proposes standard signal control for primary intersections at 64<sup>th</sup> Avenue South, 76<sup>th</sup> Avenue South, and 88<sup>th</sup> Avenue South. In addition, this alternative includes minor, stop-controlled intersections every 1/8<sup>th</sup> of a mile along the corridor extension. Most minor intersections are four-legged, with the exception of T-intersections located immediately south of 52<sup>nd</sup> Avenue South, between 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South, and immediately north of 100<sup>th</sup> Avenue South. Intersection location and type for this alternative are shown in Figure 7.

Figure 7: Intersection Location and Type for the Standard Intersection Alternative



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Design for the primary, signalized intersections at 64<sup>th</sup> Avenue South, 76<sup>th</sup> Avenue South, and 88<sup>th</sup> Avenue South reflect the roadway network assumptions specified in Chapter 3. Specifically, 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South are assumed to be four-lane facilities with right- and left-turn lanes. 88<sup>th</sup> Avenue South is assumed to be a three-lane facility with right- and left-turn lanes. Planning-level design concepts for the primary intersections is shown in Figure 8, Figure 9, and Figure 10.

### Roundabout Intersection Alternative

#### Roadway Section

The Roundabout Intersection Alternative proposes a two-lane median-divided facility with full access every ¼-mile. The north- and southbound travel lanes have a width of 18 feet and are separated by a 16-foot median. The median is wide enough to provide full width left turn lanes at the minor approaches if deemed necessary. This alternative includes a 10-foot shared-use path on each side of the corridor. This alternative follows the Section Line Alignment – maintaining a straight path from 52<sup>nd</sup> Avenue to 100<sup>th</sup> Avenue – and has an assumed right-of-way of between 150 to 200 feet. A typical section for this alternative is shown in Figure 11.

Figure 8: Veterans Boulevard and 64<sup>th</sup> Avenue South

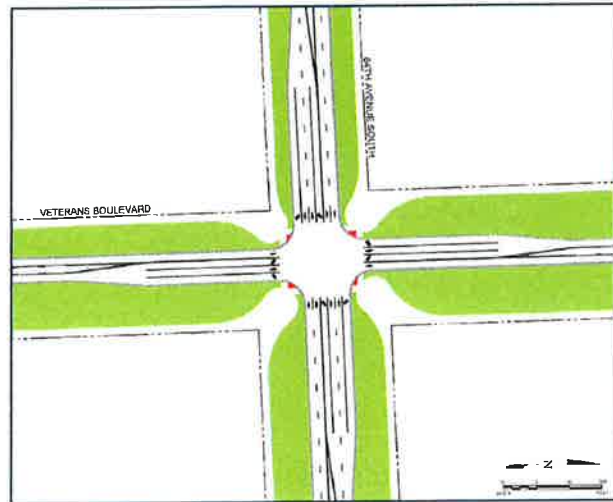


Figure 9: Veterans Boulevard and 76<sup>th</sup> Avenue South

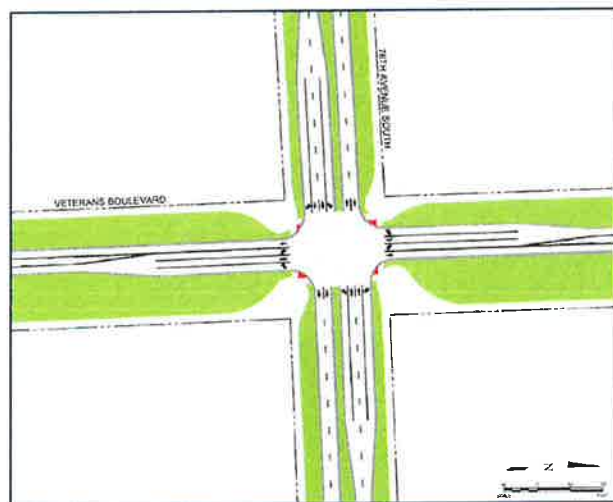
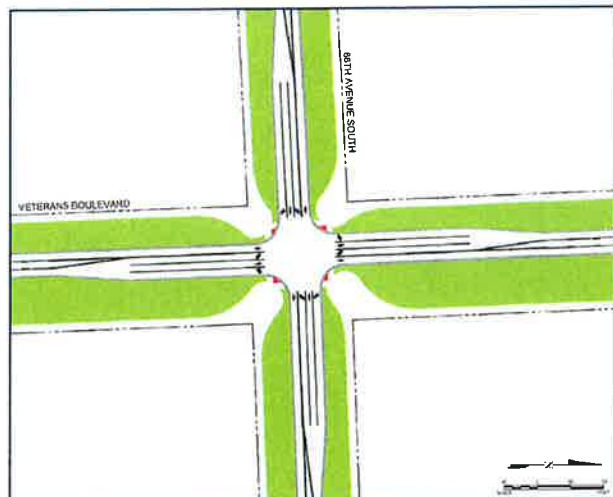


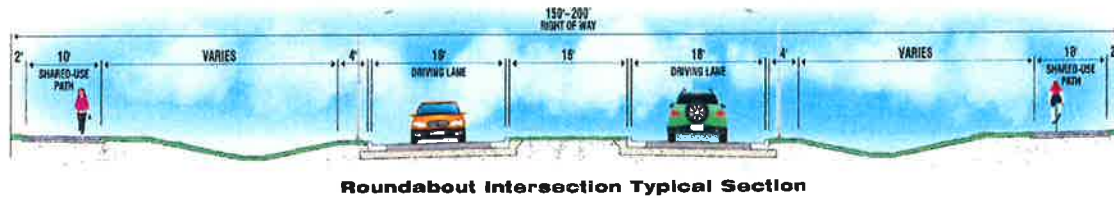
Figure 10: Veterans Boulevard and 88<sup>th</sup> Avenue South



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

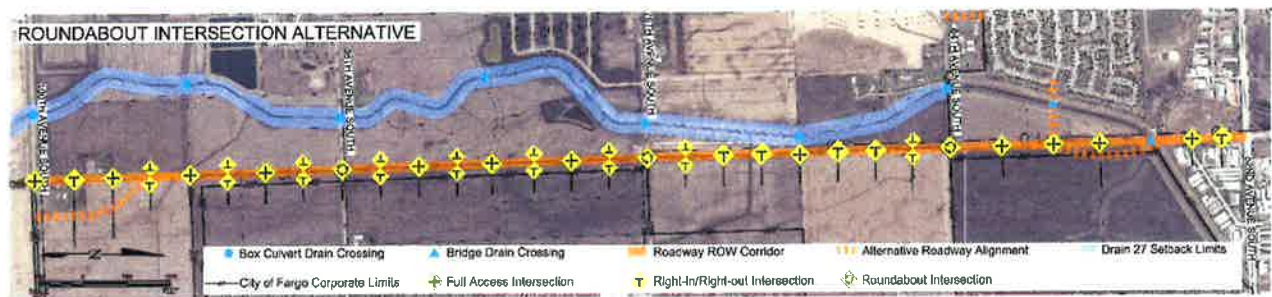
Figure 11: Roundabout Intersection Alternative Typical Section (Facing North)



### Intersection Control

The Roundabout Intersection Alternative proposes roundabouts for the primary intersections at 64<sup>th</sup> Avenue South, 76<sup>th</sup> Avenue South, and 88<sup>th</sup> Avenue South. In addition to primary intersections, this alternative accounts for minor, stop-controlled intersections every 1/8<sup>th</sup> of a mile along the corridor extension. Both full-access and right-in/right-out minor intersects are proposed to support sufficient access management along the corridor. Intersection location and type for this alternative are shown in Figure 12.

Figure 12: Intersection Location and Type for the Roundabout Intersection Alternative



As previously noted, roundabouts evaluated along Veterans Boulevard at 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South were assumed to have single lane approaches along Veterans Boulevard and two-lane approaches along 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South. The roundabout at 88<sup>th</sup> Avenue South was assumed to have all single lane approaches. Thus, the 64<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South intersections are designed as 2x1 hybrid multilane roundabouts (2-lanes east-west; 1 lane north-south), and the 88<sup>th</sup> Avenue South intersection is designed as a single-lane roundabout. Planning-level design concepts for the primary intersections is shown in Figure 13, Figure 14, and Figure 15.



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 13: Intersection of Veterans Boulevard and 64<sup>th</sup> Avenue South

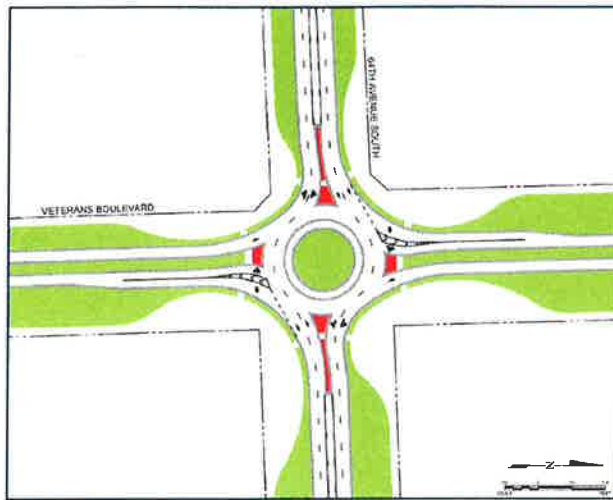


Figure 14: Intersection of Veterans Boulevard and 76<sup>th</sup> Avenue South

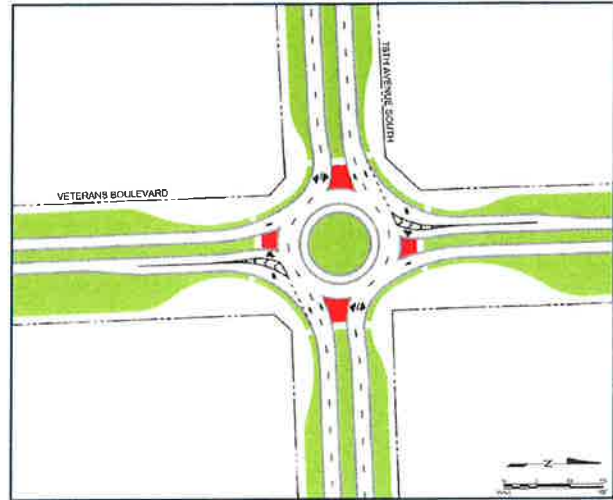


Figure 15: Intersection of Veterans Boulevard and 88<sup>th</sup> Avenue South



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

### Modified/Variable Alternative

#### Roadway Section

The Modified/Variable Alternative proposes three distinct roadway typical sections for different segments of the corridor extension. The different typical sections are derived from public input, previous studies, and guidance from the design team.

- » **Typical Section A (52<sup>nd</sup> Avenue to 64<sup>th</sup> Avenue and 88<sup>th</sup> Avenue to 100<sup>th</sup> Avenue)** presents a three-lane roadway with one travel lane in each direction and a TWLTL. Both the travel lanes and the TWLTL lane have a width of 11 feet. This section includes a 10-foot shared-use path on each side of the corridor and has an assumed right-of-way of between 150 to 200 feet.

Figure 16: Typical Section A (Facing North)



- » **Typical Section B (76<sup>th</sup> Avenue to 88<sup>th</sup> Avenue)** presents a three-lane roadway with one travel lane in each direction and a TWLTL. Both the travel lanes and the TWLTL have a width of 11 feet. Frontage roads with 11-foot travel lanes and 8.5-foot parking lanes are included on both sides of the corridor. 20-foot pedestrian, bicycle, and amenity areas are included on the eastern and western edges of the corridor. This section has an assumed right-of-way of 175 feet.

Figure 17: Typical Section B (Facing North)

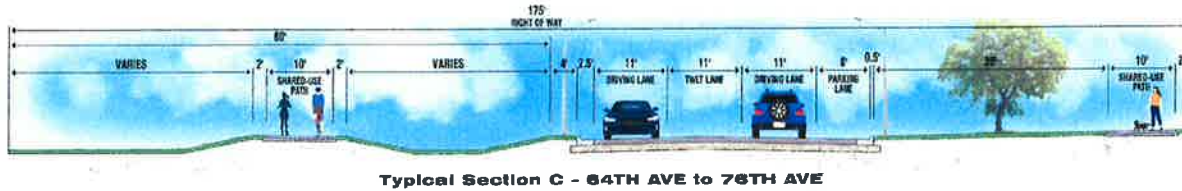


- » **Typical Section C (64<sup>th</sup> Avenue to 76<sup>th</sup> Avenue)** presents a three-lane roadway with one travel lane in each direction and a TWLTL. Both the travel lanes and the TWLTL lane have a width of 11 feet. An 8-foot parking lane is included on the east side of the roadway, as well as 10' foot shared use paths on each side of the corridor. The roadway alignment for Typical Section C is shifted 28-feet east of the section line to allow for a larger green space on the western edge of the corridor adjacent to Drain 27. This shift maintains a large boulevard on the east side of the roadway while providing increased separation between the meandering shared-use path and the roadway on the west side of the roadway. This section has an assumed right-of-way of 175 feet.

# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 18: Typical Section C (Facing North)



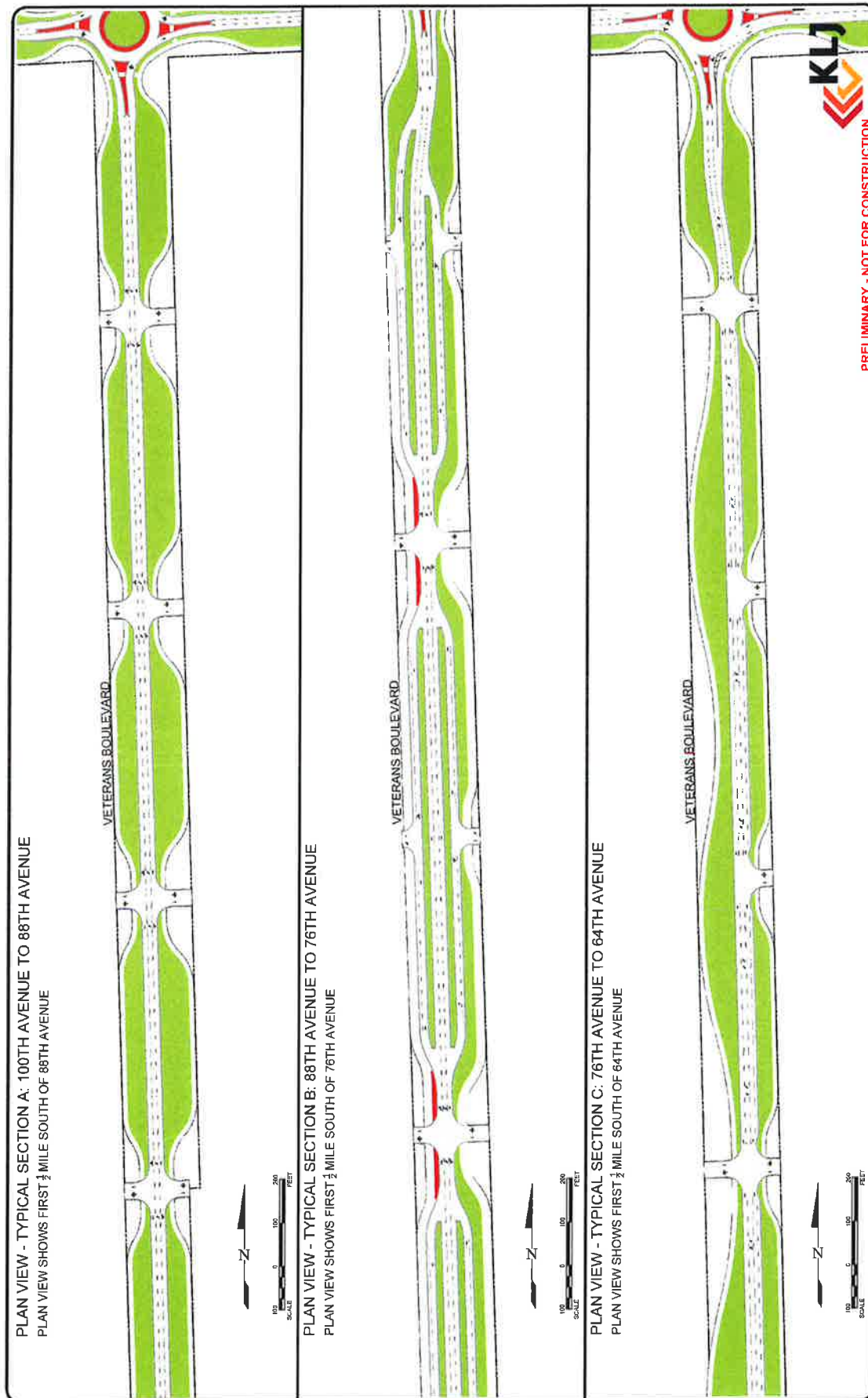
### Intersection Control

The Modified/Variable Alternative proposes roundabouts for the primary intersections at 64<sup>th</sup> Avenue South, 76<sup>th</sup> Avenue South, and 88<sup>th</sup> Avenue South. In addition, this alternative accounts for minor, stop-controlled intersections every 1/8<sup>th</sup> of a mile. Along Typical Section B, three full-access intersections are located on the main roadway, with eight right-in/right-out intersections proposed for the parallel frontage roads (four on each frontage road). Intersection location and type for the Modified/Variable Alternative are shown in Figure 19. Figure 20 provides additional detail on the location and design of minor intersections, by typical section, along the corridor extension.

Figure 19: Intersection Location and Type for the Modified/Variable Alternative



Figure 20: Location and Design of Minor Intersections by Typical Section





# VETERANS BOULEVARD

## CORRIDOR EXTENSION

### DEER CREEK CONNECTION

Alternatives were developed for potential new connections to the Deer Creek neighborhood. The connections would provide additional access to the neighborhood, which would help improve emergency vehicle access and reduce travel along 63<sup>rd</sup> Street South. The alternatives include:

- » Extension of 59<sup>th</sup> Avenue South to Veteran's Boulevard
- » Connection between 63<sup>rd</sup> Avenue South and 64<sup>th</sup> Avenue South
- » Both a 59<sup>th</sup> Avenue South extension and connection between 63<sup>rd</sup> Avenue South and 64<sup>th</sup> Avenue South

The potential traffic impacts of these alternatives are analyzed in Chapter 3. The connection alternatives are shown in Figure 21. Additional detail is provided for each alternative in Figure 22.

While both the 59th Avenue and 63rd Street connections are feasible, there should be further evaluation prior to implementation. With the additional connections, comes impacts that have not been assessed such as:

- » Increase speeds
- » Increased headlight nuisances for homeowners
- » Vertical grades were not assessed as part of this study

Due to the large area surrounding this corridor and the multi-jurisdictional boundary, it is important that pedestrian safety remain a top consideration through implementation of this study. Large attractions such as the Drain 27 Trail network and the Fargo Master Storm Water ponds will generate large amounts of pedestrian traffic. To ensure connectivity and promote safety, it may be beneficial to incorporate grade separated pedestrian crossings along the Veteran's Boulevard Extension as well as some of the arterial roadways that intersect. The below graphic incorporates information obtained during the study along with previous studies that have been completed to identify pedestrian attractions, proposed pedestrian routes, and possible areas to incorporate grade separated crossings.

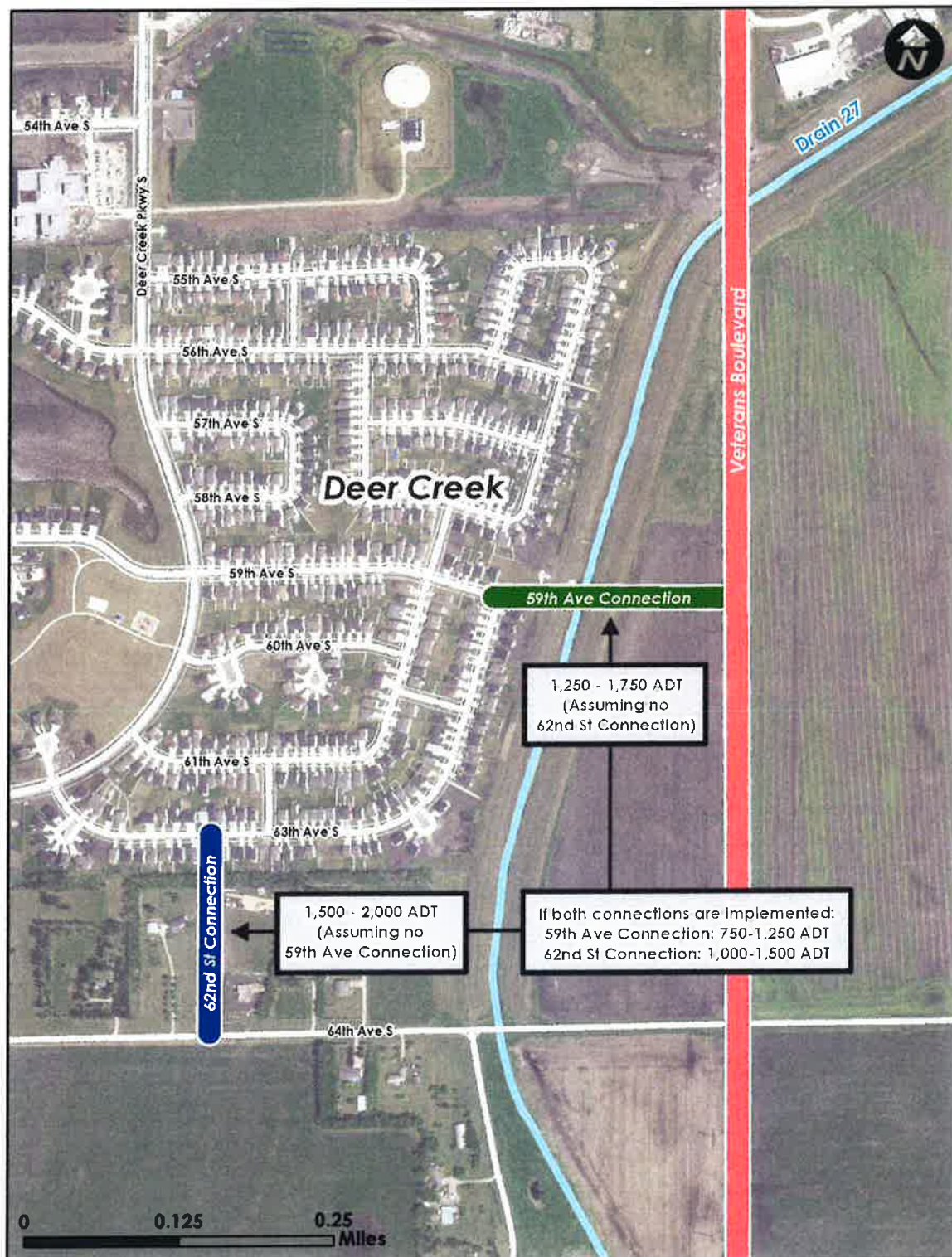
These grade separated crossings could be above or below the existing roadway. Things to consider during the design of these facilities include:

- » Storm water drainage
- » Overhead utilities
- » Roadway grades/sight distances

# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 21: Location of Deer Creek Connection Alternatives

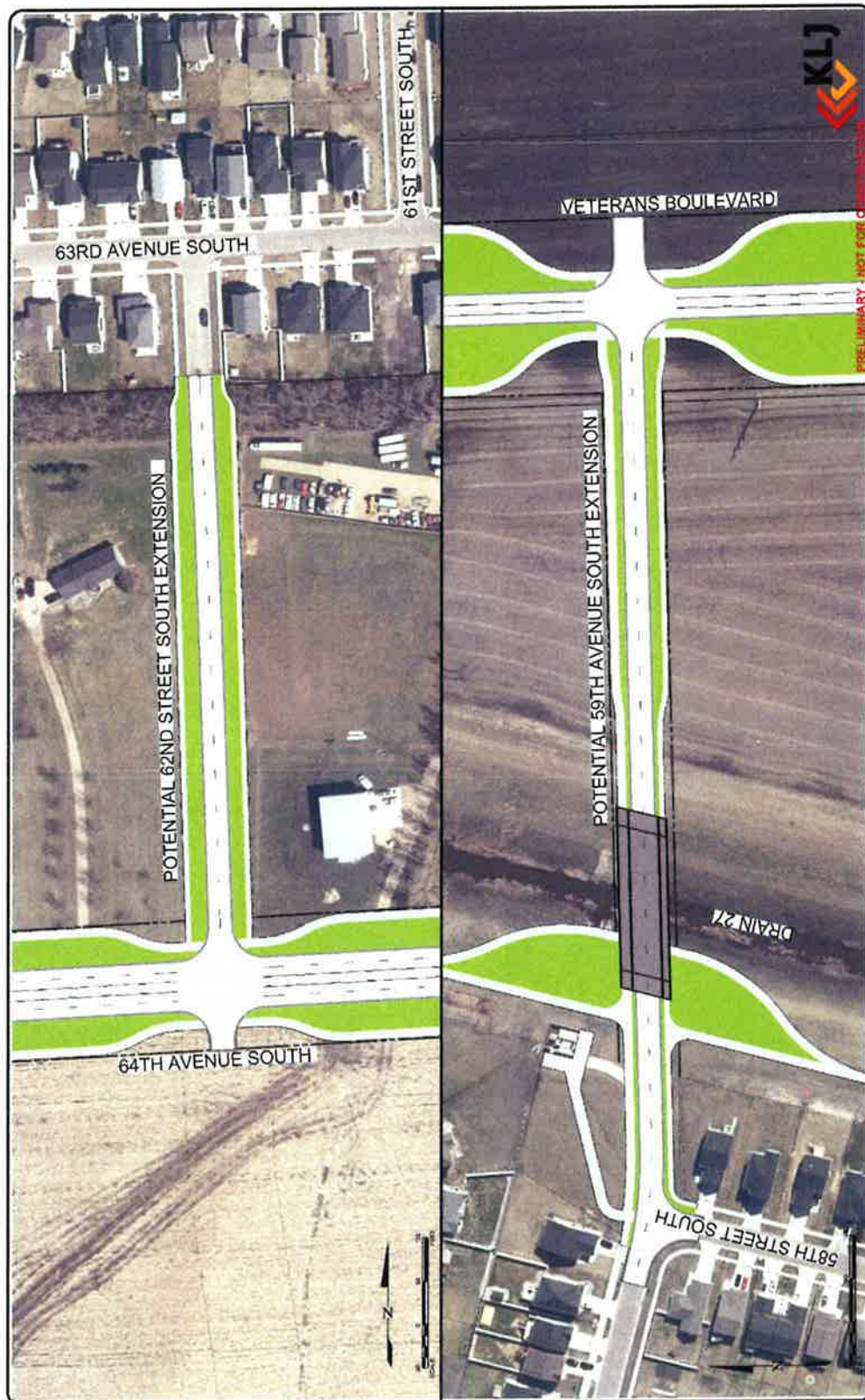




# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 22: Deer Creek Connection Alternatives Detail



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

### INTEGRATING ACTIVE TRANSPORTATION

Active transportation infrastructure was considered in each of the corridor level options developed for the Veterans Boulevard Corridor Extension. The project team consulted with recent and ongoing planning with in both the City of Fargo and City of Horace when evaluating and developing recommendations for both bicycle and pedestrian facilities.

Beyond corridor level layouts, an area wide strategy plan was developed and shown below. This demonstrates the larger vision for ensuring bicycle and pedestrian mobility throughout the study area. The emphasis is on a regional network of trails and pathways and ensuring grade separated pedestrian crossings along arterials, especially for east-west travel patterns.

Figure 23, Future Bicycle and Pedestrian System Considerations



### PUBLIC INPUT

As part of the study's public engagement effort, community members were asked to provide input on the Veterans Boulevard extension alternatives and the Deer Creek connection alternatives. This phase of public engagement was conducted from June through August 2021, and was hosted on the project website, where participants were able to access project information and respond to a survey regarding the alternatives. In total, 29 unique stakeholders completed the survey.

### Veterans Boulevard Extension Alternatives

For each corridor alternative, participants were asked to rate their degree of preference from "Strongly Oppose" to "Strongly Prefer." Participants were also invited to submit comments to express their opinions in more detail.

Survey results showed the Modified/Variable Alternative to have the most support among respondents, with 48 percent of participants preferring or strongly preferring this alternative. 43 percent of respondents prefer or strongly prefer the Roundabout Intersection Alternative, while less than a third of respondents prefer or strongly prefer the Standard Intersection Alternative.

Participants expressed the most opposition to the Standard Intersection Alternative, with 33 percent of respondents opposing or strongly opposing this alternative. Over a quarter of respondents oppose or strongly oppose the Modified/Variable Alternative, with just over a fifth of respondents opposing or strongly opposing the Roundabout Intersection Alternative. The Modified/Variable Alternative is the most polarizing option, with considerable degrees of both support and opposition, and the lowest relative portion of respondents having a neutral stance.



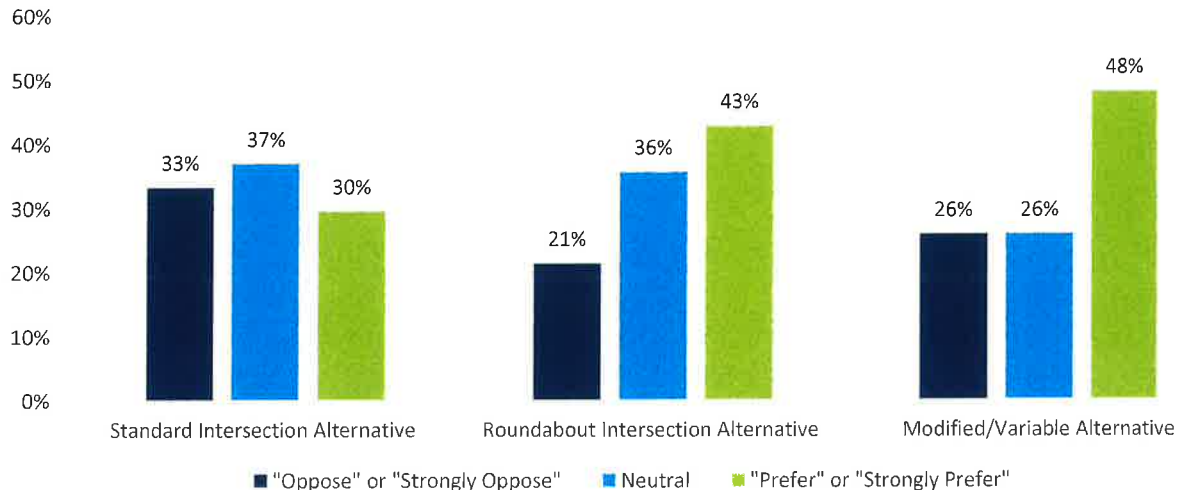
# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Comments submitted by respondents expressed a wide range of opinions on the corridor alternatives. One common theme was opposition to roundabouts due to the perception that they are difficult to use/maneuver and generally not appropriate for the corridor. However, some participants expressed the opinion that roundabouts are an effective choice. Several respondents praised the green space and bike/pedestrian facilities proposed for the Modified/Variable Alternative.

A summary of preference responses is provided in Figure 24.

Figure 24: Comparison of Preference Responses for Corridor Extension Alternatives



### Deer Creek Connection Alternatives

For each Deer Creek connection alternative, participants were asked to rate their degree of preference from "Strongly Oppose" to "Strongly Prefer." Participants were also invited to submit comments to express their views in more detail.

Survey results showed the 59<sup>th</sup> Avenue Connection to have the most support among respondents, with 75 percent of responses expressing a preference or a strong preference for this alternative. In comparison, 52 percent of respondents indicated a preference or a strong preference for the 62<sup>nd</sup> Street Connection alternative.

Over 30 percent of respondents oppose or strongly oppose the 62<sup>nd</sup> Avenue Connection alternative. In contrast, 18 percent of participants oppose or strongly oppose the 59<sup>th</sup> Avenue Connection alternative.

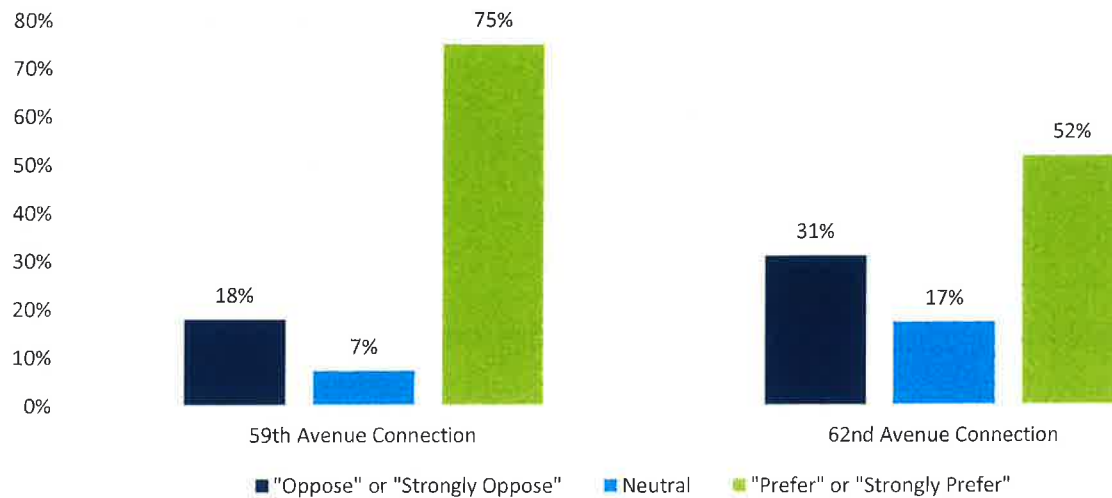
Comments submitted by respondents expressed roughly even support for the two Deer Creek connection alternatives. Some respondents expressed support for implementing both alternatives. Comments in support of the 62<sup>nd</sup> Street Connection expressed that this would be the safer option because it would avoid direct traffic from Veterans Boulevard. Comments in support of the 59<sup>th</sup> Avenue Connection referenced more direct access to Veterans Boulevard and generally shorter travel times to and from the neighborhood.

Postcards soliciting input and survey results were mailed to 550 properties within the Deer Creek neighborhood. All residences east of 63<sup>rd</sup> Street received postcards, comprising roughly half of Deer Creek neighborhood properties. A summary of preference responses is provided in Figure 25.

# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 25: Comparison of Preference Responses for Deer Creek Connection Alternatives



### COST ESTIMATE SUMMARY

Planning-level cost estimates were developed to aid in the evaluation of alternatives and support future project phasing and implementation. Cost estimates were prepared for the Veterans Boulevard extension alternatives, the Deer Creek connection alternatives, and the improvements to existing Veterans Boulevard intersections from 52<sup>nd</sup> Avenue to 40<sup>th</sup> Avenue. Cost estimates are summarized in Table 1.

Table 1: Planning-Level Cost Estimates

Veterans Boulevard - 100th Avenue to 52nd Avenue			
Roadway Segment/Intersection	Alternative		
	Standard	Roundabout	Modified/Variable
100th to 88th	\$ 8,660,000	\$8,590,000	\$8,450,000
88th Ave Intersection	\$1,816,000	\$ 1,410,000	\$ 1,500,000
88th to 76th	\$ 8,130,000	\$8,040,000	\$12,640,000
76th Ave Intersection	\$2,133,000	\$ 2,080,000	\$ 1,780,000
76th to 64th	\$ 8,080,000	\$7,740,000	\$8,250,000
64th Ave Intersection	\$2,041,000	\$ 1,990,000	\$ 2,100,000
64th to 52nd	\$11,920,000	\$11,590,000	\$11,440,000
<b>Total</b>	<b>\$42,780,000</b>	<b>\$41,440,000</b>	<b>\$46,160,000</b>

Veterans Boulevard - 52nd Avenue to 40th Avenue Intersection Revisions			
Intersection	Roundabout Revisions		Turn Lane Addition
	150' Diameter	180' Diameter	
51st Ave	\$566,000	\$899,000	NA
48th Ave	\$657,000	\$981,000	NA
44th Ave	\$521,000	\$1,064,000	NA
40th Ave	NA	NA	\$374,000

Deer Creek Connections	
59th Ave Extension	\$3,638,000
62nd Street Extension	\$598,000

## IMPLEMENTATION ANALYSIS BACKGROUND

Following the completion of the initial phase of the Veterans Boulevard Corridor Extension Study, Metro COG approved additional analysis to support more detailed implementation planning and phasing for the Veterans Boulevard Corridor Extension study area. This additional phase of analysis was focused on understanding a detailed implementation plan for improvements along both a future extension of Veterans Boulevard and adjacent study corridors through the year 2035. This memorandum is a summary of the analysis and resulting recommendations.

The goal of these 2035 Implementation Plan model scenarios was to better understand how various programmed or committed roadway segments influence traffic volumes along several study area corridors. The focus was on understanding a series of best fit investments through the year 2035 to compliment a series of shorter term programmed or committed projects planned in the study area.

The Implementation Plan focuses specifically on Sheyenne Street, CR 17, 76<sup>th</sup> Avenue, 45<sup>th</sup> Street, and 64<sup>th</sup> Avenue. Emphasis was put on determining the level of investment needed both for the extension of Veterans Boulevard south of 52<sup>nd</sup> Avenue, and for the two additional miles of Veterans Boulevard south of 64<sup>th</sup> Avenue to support study area development trends and projected travel patterns.

## IMPLEMENTATION ANALYSIS

Using 2035 build condition model results, an implementation analysis was completed for a series of corridors within relative proximity to the Veterans Boulevard Corridor. The analysis develops an infrastructure phasing plan both for Veterans Boulevard as well as several interrelated corridors within the general study area.

A set of corridor level planning recommendations are developed for the following corridors:

- » Veterans Boulevard – 52<sup>nd</sup> Avenue to 88<sup>th</sup> Avenue
- » Sheyenne Street/County Road 17 – 40<sup>th</sup> Avenue to 88<sup>th</sup> Avenue
- » 45<sup>th</sup> Street – 52<sup>nd</sup> Avenue to 76<sup>th</sup> Avenue
- » 64<sup>th</sup> Avenue – I-29 to Country Road 17
- » 76<sup>th</sup> Avenue – I-29 to Veterans Boulevard
- » 88<sup>th</sup> Avenue – Veterans Boulevard to County Road 17



# VETERANS BOULEVARD

## CORRIDOR EXTENSION

Figure 26: Implementation & Phasing Strategy





# CITY OF FARGO POLICE DEPARTMENT

Chief David B. Zibolski



105 25th Street North, Fargo, North Dakota 58102

Office: 701-241-1400 Fax: 701-297-7789

[www.fargopolice.com](http://www.fargopolice.com)

March 2, 2022

Fargo City Commission  
City Hall  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

37

RE: The appointment of members to the Fargo Police Department Police Advisory and Oversight Board

Dear Commissioners,

On November 29, 2021, the Fargo City Commission approved final adoption of the City ordinance relating to the City of Fargo Police Advisory and Oversight Board. The ordinance requires the appointment of seven Fargo residents to serve on this board.

On January 10, 2022, the City noticed and made available applications for interested residents to apply for board membership. The first review of applications occurred on January 27, 2022, in which 37 applicants were reviewed by the selection committee. Interviews of 13 applicants occurred February 8-10, 2022, resulting in the unanimous selection of the following seven Fargo residents for the appointment to the board:

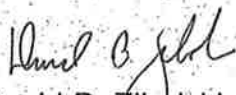
- |                   |                     |
|-------------------|---------------------|
| 1. Scott Paul     | 5. Todd Spellerberg |
| 2. David Hogenson | 6. Joanna Johnson   |
| 3. Conrad Thomas  | 7. Lucrachia King   |
| 4. Tonya Greywind |                     |

All seven applicants successfully completed the required background investigation. They bring a variety of extensive experiences and knowledge that will make them an asset to both the City and the Department as Police Advisory and Oversight Board members.

**Recommended Motion:**

Approve the appointment of the above seven city of Fargo residents to the Fargo Police Advisory and Oversight Board.


Sincerely,

  
David B. Zibolski  
Chief of Police

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY 

DATE: MARCH 7, 2022

SUBJECT: APPOINTMENTS TO THE NATIVE AMERICAN COMMISSION

Lenore King and Chalsey Snyder serve on the Native American Commission, they both have moved out of the area and will no longer be eligible to serve on the Board. Their terms would have ended on June 30, 2022 and June 30, 2023.

I am recommending the appointments of Amanda Strauss and Dale Sayers to fill the vacancies created by their resignations. Their web applications are attached for your reference.

Your favorable consideration of this recommendation will be greatly appreciated.

**RECOMMENDED MOTION:** To approve the appointments of Amanda Strauss and Dale Sayers to fill the unexpired terms of Lenore King and Chalsey Snyder on the Native American Commission for terms ending June 30, 2022 and June 30, 2023, respectively.

mmappts22nac

**From:** noreply@cityoffargo.com  
**Sent:** Thursday, January 07, 2021 11:19 PM  
**To:** Commissions Applications  
**Subject:** New Form Submission: Getting involved in government  
**Attachments:** Amanda-Strauss resume.pdf

**Name:**

[Amanda C Strauss]

**Mailing Address:**

[REDACTED]

**City:**

[Fargo]

**State:**

[North Dakota]

**Zip:**

[58102]

**Work Phone:**

[REDACTED]

**Home Phone:**

[REDACTED]

**E-mail:**

[REDACTED]

**Which boards or commissions would you like to be considered for?**

[Native American Commission]

**Briefly state why you would like to be on this panel:**

[I care deeply about my community, the city of Fargo and the state of North Dakota. I have volunteered with the commission for New Years round dance and the picnics for the last five years. I believe in the work the NA commission is doing and I want to be a part of the new impactful things that the community will be working on in the upcoming years. When we come together to educate, to support each other and raise awareness about things that is when change can happen. I like networking with people, and it feels good to be a part of the solution. ]

**How many hours per month could you volunteer as a panel member?**

[6-8]

**Please list any past experience you have with city government here or in other cities:**

[I am a board member for the North Dakota Human Rights coalition. ]

**Please describe any professional experience you have related to the responsibilities of the panel you are interested in:**

[Homeless advocacy/ community organizing/ Volunteer and program coordinator/ fundraising. Diversity, Equity and inclusion work, indigenous rights, food security and gardening and native youth health initiatives.]

**We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.**

**From:** noreply@cityoffargo.com  
**Sent:** Sunday, July 18, 2021 2:37 PM  
**To:** Commissions Applications  
**Subject:** New Form Submission: Getting involved in government

**Name:**

[Dale Sayers]

**Mailing Address:**

[REDACTED]

**City:**

[West Fargo]

**State:**

[ND]

**Zip:**

[58078]

**Work Phone:**

[REDACTED]

**Home Phone:**

[REDACTED]

**E-mail:**

[REDACTED]

**Which boards or commissions would you like to be considered for?**

[Native American Commission]

**Briefly state why you would like to be on this panel:**

[I am of Turtle Mountain Chippewa descent and an enrolled member of the Blackfeet Nation. I would like to be on this panel as a Native American who has lived most of my life in North Dakota, but I also have lived on reservations throughout the USA while growing up my father was in the Bureau of Indian Affairs. We lived in Poplar, Montana; Belcourt, ND; Pine Ridge, SD; and Warm Springs, OR. I worked as a jailer at Fort Totten Reservation which created an opportunity for me to begin my career in Information Technology by working with the Federal Law Enforcement Training Facilities training people throughout the USA on reservations to use a computerized records and dispatch system. I now work in Fargo, ND at Microsoft as a Cloud Solution Architect. I feel my life experiences living within several Native American reservations/communities, growing up in the native heritage, and working in reservation law enforcement, has given me insights that would be beneficial to the Native American Commission. ]

**How many hours per month could you volunteer as a panel member?**

[4-6 ]

**Please list any past experience you have with city government here or in other cities:**

[See above. ]

**Please describe any professional experience you have related to the responsibilities of the panel you are interested in:**

[See above. Here is my Linked In:

[https://www.linkedin.com/in/dalesayers/?fbclid=IwAR3RkvdS\\_nKWZfopc2U\\_y2KHnPyCRo7Ufbm41t19CGaSqTXbmu7QAcaNwrI](https://www.linkedin.com/in/dalesayers/?fbclid=IwAR3RkvdS_nKWZfopc2U_y2KHnPyCRo7Ufbm41t19CGaSqTXbmu7QAcaNwrI) ]

**We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.**





390

February 24, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 334 15 Ave S as submitted by Megan Zander. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$210 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

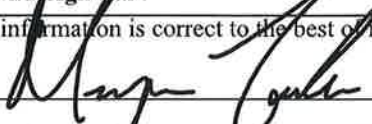
**Property Identification**

1. Name of Property Owner	<u>Megan Zander</u>	Phone No.	<u>406-830-1769</u>
2. Address of Property	<u>334 15th Ave S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>LOT: 145 BLOCK: 0 ADDITION BELMONT PARK ADDITIONAL: BELMONT PARK LOT 145 &amp; E'10 LOT 146</u>		
4. Parcel Number	<u>01-0120-01340-000</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>334 15TH Ave S</u>		
City	<u>Fargo</u>	State	<u>ND</u> Zip Code <u>58103</u>

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Bathroom Remodel, New Light Fixtures Radon Mitigation System, Updated Electrical Panel &amp; New Deck</u>		
7. Building Permit No.	<u>718119</u>	8. Year Built	<u>1927</u>
9. Date of Commencement of making the improvement	<u>07/04/2021</u>		
10. Estimated market value of property before improvement	<u>\$ 200,000</u>		
11. Cost of making the improvement (all labor, material and overhead)	<u>\$ 16,000</u>		
12. Estimated market value of property after improvement	<u>\$ 216,000</u>		

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u></u> Date <u>2/20/2022</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	
Assessor's Signature	Date

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>	
Approval subject to the following conditions:	
Chairman of Governing Body	Date

**Submit Via Email**



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February 25, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2823 1 St N as submitted by Julie Huebner. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$70 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal description of the property for which exemption is claimed Lt 17, Blk 1 Asp
2. Address of Property 2823 1 St N
3. Parcel Number 01-0070-00170-000
4. Name of Property Owner Julie Huebner Phone No. 701.781.5762
5. Mailing Address of Property Owner Same

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replace roof
7. Building permit No. 2106-0235 8. Year built (residential property) 1973
9. Date of commencement of making the improvements 06/07/2021
10. Estimated market value of property before the improvements \$ 248,200.00
11. Cost of making the improvement (all labor, material and overhead) \$ 102,486.00
12. Estimated market value of property after the improvements \$ 253,700.00

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.
- Applicant Julie Huebner Date 2-14-2022

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☐ do not ☐ meet the qualifications for exemption for the following reason(s): \_\_\_\_\_
- Assessor/Director of Tax Equalization \_\_\_\_\_ Date \_\_\_\_\_

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
- Approval is subject to the following conditions: \_\_\_\_\_
- Exemption is allowed for years 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_.
- Chairperson \_\_\_\_\_ Date \_\_\_\_\_